

**BEAZER EAST, INC.**

c/o Three Rivers Management, Inc. (Agent for Beazer East, Inc.)
1910 Cochran Road, Manor Oak One, Suite 200, Pittsburgh, PA 15220-1273

RECEIVED**15 JUL 23 PM 4: 27**

Paul S. Kline, Esq.
Phone: 412-208-8843
Fax: 412-208-8803
Email: paul.kline@tmi.biz

**SUPERFUND DIV.
REMEDIAL BRANCH
(6SF-R)**

VIA OVERNIGHT DELIVERY & ELECTRONIC MAIL

July 21, 2015

Kenneth Talton
Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733
(talton.chuck@epa.gov)

**Re: SBA Shipyard Superfund Site, Jennings, Jefferson Davis Parish, LA;
Beazer East, Inc. Response to CERCLA § 104(e) Request for Information**

Dear Mr. Talton:

I am in-house counsel representing Beazer East, Inc., formerly known as Koppers Company, Inc. ("Beazer" or "Respondent"). On May 22, 2015, we received a copy of a Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") Section 104(e) Request for Information ("Request") issued by the United States Environmental Protection Agency ("U.S. EPA") concerning the SBA Shipyard Superfund Site located in Jennings, Jefferson Davis Parish, Louisiana (the "Site").

In accordance with an agreement with counsel for the U.S. EPA, the deadline for Beazer's response to the Request was extended by 30 days.

Please accept this letter as Beazer's response ("Response") to the Request. We have labeled the Appendices containing the documents produced with this Response with the same number as the individual request to which they are being produced. Subject to the foregoing, Beazer responds as follows:

BACKGROUND

By way of general background, Beazer was incorporated in 1944 and, until a name change in 1989, was known as Koppers Company, Inc. ("KCI"). Throughout this Response, Respondent therefore uses the names Beazer and KCI interchangeably, depending on dates of reference. KCI ceased conducting its chemical and allied products ("CAP") operations in approximately December of 1988, following its sale of those assets and operations to other companies through a series of asset sale agreements. One of those asset sales involved the sale to Koppers Industries, Inc. (which is today known as Koppers Inc.) of certain plants, equipment and operations associated with the former tar, wood treating, roofing and coking businesses of Koppers, as well as sale of the exclusive right to use the trade name "Koppers." That sale to Koppers Industries, Inc. closed on December 29, 1988. Shortly thereafter, Beazer changed its

name in early 1989 from Koppers Company, Inc. to Beazer Materials and Services, Inc. The following year, in 1990, Beazer again changed its name from Beazer Materials and Services, Inc. to Beazer East, Inc. Beazer and Koppers Inc. are not affiliates and are separately owned and operated.

At present, Beazer is a holding company and has no employees. Beazer is responsible for and manages, through a management company, the historic contingent liabilities associated with the pre-1989 CAP operations of KCI and certain of its subsidiaries. While Beazer promptly conducted a search of its historic business records for documents responsive to the Request, due to the passage of time and other events and occurrences, there are limited records in Beazer's possession that contain information relevant or responsive to U.S. EPA's Request. Nevertheless, within the time frame provided for responding to the Request, Beazer has made a reasonable effort to search its business records and provide full and complete responses to each of the U.S. EPA's Requests based upon information available to Beazer.

Please note, however, that to the extent there are any transactions between any entity known as "Koppers" that are dated after December 29, 1988 or to the extent U.S. EPA seeks information concerning actions or activities by an entity known as "Koppers" that are dated after December 29, 1988, those transactions and/or activities would not involve Beazer and Beazer would have no business records respecting any such transactions and/or activities. Rather, those business transactions and activities would involve the entity known as Koppers Inc. and Beazer does not herein respond with respect to Koppers Inc.

GENERAL OBJECTIONS

1. Beazer objects to U.S. EPA's definition in the Request of the term "you" as vague, ambiguous, overly-broad, unduly burdensome and oppressive, including without limitation, to the extent this definition purports to include the "addressee's . . . tastes" in such definition.
2. Beazer objects to U.S. EPA's definition in the Request of the terms "pollutant" or "contaminant" on the grounds that the definition purports to include "any element, substance, compound or mixture" without any limitation whatsoever, making the definition of these terms so vague, ambiguous, overly-broad and unduly burdensome that they could be interpreted to mean literally anything or any substance located anywhere in the universe. As such, it is not possible for Beazer to provide responses which take this definition into account. Nonetheless, Beazer will make a good faith effort to disclose relevant facts within its possession.
3. Beazer objects to U.S. EPA's definition in the Request of the term "hazardous material" on the ground that the definition of this term incorporates the above-referenced objectionable definition of the terms "pollutant" and "contaminant." By incorporating these terms, the definition of "hazardous material" is so vague, ambiguous, overly-broad and unduly burdensome that it could be interpreted to mean literally anything or any substance located anywhere in the universe. As such, it is not possible for Beazer to provide responses which take this definition into account. Nonetheless, Beazer will make a good faith effort to disclose relevant facts within its possession.
4. Beazer objects to U.S. EPA's definition in the Request of the term "release" on the ground that the definition of this term incorporates the above-referenced objectionable definition of the terms "pollutant" and "contaminant." By incorporating these terms, the definition of "release" is so vague, ambiguous, overly-broad and unduly burdensome that it could be interpreted to mean literally the spilling, leaking, pumping, pouring, emitting, emptying,

discharging, injecting, escaping, leaching, dumping or disposing of anything or any substance located anywhere in the universe. As such, it is not possible for Beazer to provide responses which take this definition into account. Nonetheless, Beazer will make a good faith effort to disclose relevant facts within its possession.

5. Beazer objects to U.S. EPA's definition in the Request of the terms "material(s)" on the grounds that it includes "any and all objects, goods, substances, or matter of any kind, including but not limited to wastes or hazardous wastes." This definition is so vague, ambiguous, overly-broad and unduly burdensome that it could be interpreted to mean literally anything. As such, it is not possible for Beazer to provide responses which take this definition into account. Nonetheless, Beazer will make a good faith effort to disclose relevant facts within its possession.

6. Beazer objects to U.S. EPA's definition in the Request of "identify" with respect to a natural person and with respect to a corporation, partnership, business trust, or other association or business entity as unduly burdensome and oppressive.

7. Beazer objects to U.S. EPA's definition in the Request of the term "hazardous substance" to the extent it purports to include definitions and terms defined under CERCLA and regulations issued pursuant to CERCLA, and objects to the definition in the Request of the term "hazardous waste" to the extent it purports to include definitions under RCRA and regulations issued pursuant to RCRA, and objects to other definitions in the Request that purport to include other similar designations or references to terms defined under federal environmental statutes and regulations. As noted in greater detail in this Response, certain of KCI's agreements or business dealings with SBA Shipyards and/or the Site occurred long before any waste materials or chemical substances could have been considered a hazardous waste under RCRA or before any materials handled at the Site could have been considered hazardous substances under CERCLA or before any federal environmental statutes or regulations had any applicability to such agreements or business dealings. As such, Beazer has no records in its possession that would have been organized in accordance with these regulatory definitions. Nevertheless, Beazer will make a good faith effort to disclose relevant information in its possession.

8. Beazer objects to U.S. EPA's Request to the extent that it seeks information that may be protected from disclosure under the work product doctrine, attorney-client privilege or other applicable privilege or protection from disclosure. Without waiving, limiting or otherwise prejudicing the foregoing objection, and while preserving all rights and defenses that it may have with respect to this matter, Beazer will make a good faith effort to disclose relevant information in its possession.

9. Beazer objects to U.S. EPA's Request, including without limitation the instructions and definitions thereof, to the extent that it seeks information, documents, or actions of Beazer that go beyond the scope of U.S. EPA's authorization under CERCLA, including without limitation, 42 U.S.C. § 9604(e). Without limitation, this objection applies to U.S. EPA's instruction in the Request that Beazer has a continuing obligation to update, correct, or supplement its response to the Request. No such obligations exist under CERCLA or existing law, and U.S. EPA is without authority to "create" any such future obligations by letter or demand to a private party, as it purports to do in the Request.

SPECIFIC RESPONSES TO THE REQUESTS

GENERAL INFORMATION CONCERNING RESPONDENT

1. Provide the full legal name and mailing address of the Respondent.

RESPONSE: Subject to the General Objections above, which are incorporated herein, the Respondent's full legal name is: Beazer East, Inc. The Respondent's mailing address is: Beazer East, Inc., c/o Three Rivers Management, Inc., 1910 Cochran Rd., Manor Oak One, Suite 200, Pittsburgh PA 15220.

2. Identify and provide the full name, title, business address, and business telephone number for each person answering these questions on behalf of the Respondent, and each person(s) that was relied on or consulted with in the preparation of the answer.

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent states that following individuals are responsive to this request:

Paul S. Kline, Esq.
Environmental Counsel,
Three Rivers Management, Inc., agent for Beazer East, Inc.,
1910 Cochran Rd.
Manor Oak One, Suite 200
Pittsburgh, PA 15220
Phone: (412) 208-8843

Charles E. McChesney II, Esq.
Vice President & Secretary, Beazer East, Inc.; and
Chief Legal Counsel, Three Rivers Management, Inc., agent for Beazer East, Inc.
1910 Cochran Rd.
Manor Oak One, Suite 200
Pittsburgh, PA 15220
Phone: (412) 208-8839

3. If Respondent wishes to designate an individual for all future correspondence concerning this Site, including legal notices, please provide the individual's name, address, and telephone number.

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent states that all future correspondence concerning this Site should be directed to the following individual, provided, however, that Respondent does not herein waive service of process or any of its due process rights should legal action be taken by U.S. EPA or any other entity relating to the Site:

Paul S. Kline, Esq.
Environmental Counsel,
Three Rivers Management, Inc., agent for Beazer East, Inc.,
1910 Cochran Rd.
Manor Oak One, Suite 200

Pittsburgh, PA 15220
Phone: (412) 208-8843

4. **If Respondent is a business, please give a brief description of the nature of the business.**

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent incorporates, as if fully restated herein, the narrative set forth above in the "Background" section of this Response.

REQUESTS FOR DOCUMENTS

Please identify (see Definitions) and provide copies of all documents (see Definitions) consulted, examined, or referred to in the preparation of the answers to the above questions including all subparts of each question, or that contain information responsive to the question.

OBJECTIONS: Subject to the above General Objections above, which are incorporated herein, Respondent further objects to the caption and instructions to this section of the Request, as well as the individual questions in this section of the Request, as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable insofar as this section appears to require Respondent to provide narrative responses, but is captioned as a request for documents, and further because the instructions for this section refer to Respondent's answers to the "above questions" despite the fact that the questions follow the instructions. Nonetheless, despite these confusing and unclear titles and instructions, Beazer will make a good faith effort to disclose relevant facts within its possession.

1. **Please identify any dealings or transactions you have or had with SBA Shipyards, Inc., Louis Smailhall, Suzanne Smailhall, LEEVAC Shipyards, Inc., n/k/a Bunge Street Properties, LLC, and LEEVAC Industries, LLC n/k/a LEEVAC Shipyards Jennings, LLC. Please provide a brief description of the nature of those dealings or transactions and the timeframes during which those dealings and transactions occurred.**

RESPONSE: Subject to the above General Objections above, which are incorporated herein, and after a review of available documents and information in Respondent's care, custody and control, Respondent is only aware of documents and information that identify the following as dealings or transactions potentially responsive to this "Request for Documents No. 1":

A. By letter dated May 16, 1996, SBA Shipyards, Inc.'s attorney alleged that, in May 1986 one barge, and in July 1986 a second barge, was cleaned by SBA Shipyards at the Site for KCI (n/k/a Beazer). The letter further contends that the two barges were owned by Beazer. However, Beazer (then known as KCI) never owned the subject barges, so this allegation is incorrect. Rather, J.A.R. BARGE owned the subject vessels.

B. Beazer's records contain certain J.A.R. Barge Lines Bareboat Charter chartering documents relating to barges that were chartered by KCI from J.A.R. Barge, these records include one (1) barge cleaning invoice indicating the cleaning of Barge No.

J.A.R.-12 at the SBA Shipyards facility in June 1988, the cost of which cleaning was charged to KCI's account.

C. Beazer's records also contain certain Dravo Mechling Corporation chartering documents relating to barges that were chartered by KCI from Dravo Mechling, including three (3) barge cleaning invoices indicating the cleaning of certain Dravo Mechling barges at the SBA Shipyards facility in 1985 and 1987, the cost of which was either charged by Dravo to KCI or charged by SBA Shipyards to KCI.

- a. **Specifically, provide dates of when you sent or moved something to the Site and the name and contact information of the person who made such arrangements.**

RESPONSE: Subject to the above General Objections above, which are incorporated herein, and the further objection that the term "something" is vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable, Respondent responds by stating that it is not aware of any instance where KCI "sent or moved something" to the Site; rather, KCI's only transactions and dealings with SBA Shipyards relate to KCI being charged the cost of cleaning barges owned by other entities. By way of further response, Respondent refers EPA to the documents produced in its response to Request for Documents No. 2 below for identification of the dates when KCI was invoiced for such cleanings.

2. **Please provide any and all documents in your possession that are related to the dealings and transactions detailed in Question 1 above.**

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent attaches all responsive documents in Appendix 2.

3. **If any of the dealings or transactions described involved hazardous materials, please include a detailed listing of such materials, the materials data safety sheet, dates of transaction, and any quantity associated with those materials.**

RESPONSE: Subject to the General Objections above, which are incorporated herein, and the further objection that this request calls for a legal conclusion concerning whether any material removed from the barges was a "hazardous substance," Respondent identifies the following substances that were identified in the historic documents as having been cleaned from the barges identified in Respondent's response to Request for Documents No. 2 above:

Coal Tar

4. **Please describe in detail any involvement you had with the 2002 RCRA Interim Measures/Removal Action (IM/RA) at the Site. Please provide any and all documents in your possession related to the IM/RA, including, but not limited to, a listing of the parties involved in the IM/RA.**

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent states that Beazer was a member of SSIC Remediation LLC, which is the limited

liability corporation that signed the December 9, 2002 Order and Agreement for IM/RA at the Site. Beazer is also a signatory to the SBA Shipyard Participation Agreement, and that Agreement contains confidentiality terms that, without more, may be breached if documents are released by Beazer. Therefore, Respondent objects to production of "any and all documents" in its possession relating to the IM/RA.

By way of further response, on information and belief, in 2002, Mr. Michael Chenekoff (counsel for SSIC Remediation LLC), was to have forwarded to U.S. EPA a listing of members of SSIC Remediation LLC, the Articles of Incorporation and/or LLC Agreement of SSIC Remediation LLC, and a listing of SBA Shipyards' customers.

Pursuant to the terms of the SSIC Operating Agreement, Beazer paid a *de minimis* cash-out payment on May 30, 2002 for its contribution to the IM/RA work. Beazer's involvement at the Site discontinued at that time.

- 5. Please provide the names, title, and contract information of anyone, including, but not limited to, employees, who may possess knowledge and information regarding this Site and/or your own business operations.**

RESPONSE: Subject to the General Objections above, which are incorporated herein, and the further objection that this request is vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable insofar as it is not reasonably limited to seeking information regarding persons who may have information about Respondent's business operations "relating to the Site," Respondent states that the individuals identified in Respondent's response to General Information Request No. 2 may have responsive information.

By way of further response, Respondent identifies the following individuals referenced in Beazer's historic records that may possess responsive information or knowledge:

James A. Cafaro, former KCI Transportation Coordinator. Deceased.
James L Guttman, partner of J.A.R. Barge Lines. Contact information unknown.
Louis Smailhall, SBA Shipyards. Contact information is known by EPA.
Ed O'Connell, former Beazer East, Inc. in-house counsel. Contact information unknown.

- 6. Identify all of the individuals who currently have and those who have had responsibility for the Respondent's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of the Respondent's wastes). This information shall include, but not be limited to, the following:**
- a. Each individual's job title and duties (including the 'dates performing those duties),**
 - b. The supervisors for such duties,**
 - c. The current position or the date of the individual's resignation, and**
 - d. The nature of the information possessed by such individuals concerning the Respondent's waste management.**
 - e. The contact information of the individual**

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it is not limited in time, provides no meaningful limitation on the term “environmental matters,” is not limited to whatever “environmental matters” could reasonably impact, affect or touch and concern the Site, and seeks information that is not even remotely relevant to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA’s authority under CERCLA § 104(e), 42 U.S.C. § 9604(e).

Beazer has been in existence since 1944 and – at the time of its sale of CAP businesses in 1988 – was a Fortune 200 corporation with hundreds of operational sites throughout the United States and around the world. It would be virtually impossible to identify every past individual responsible for “environmental matters” for Beazer – even if Respondent understood what “environmental matters” meant.

By way of further response, Respondent identifies those individuals referenced in its response to Request for Documents No. 5 above as potential sources of information regarding Respondent’s potential dealings or transactions at or concerning the Site.

7. Does the Respondent's company or business have a permit(s) issued under RCRA? If so, provide a copy (ies) of the permit(s).

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it is not limited in time, in that it is not limited to RCRA permits that could reasonably impact, affect or touch and concern the Site, in that it seeks information that is not even remotely relevant to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA’s authority under CERCLA § 104(e), 42 U.S.C. § 9604(e), and in that it seeks information already in the possession and custody of U.S. EPA.

Beazer is engaged in various stages of RCRA Corrective Action and RCRA Post-Closure Care activities at more than a dozen locations in the United States. RCRA Permits have been issued to Beazer by U.S. EPA and/or an authorized state at approximately one dozen of those locations. U.S. EPA has issued, reviewed, and/or approved each of those RCRA Permits. Upon information and belief, U.S. EPA has possession of a copy of each of those RCRA Permits. None of those RCRA Permits have any connection to or bearing on conditions at the Site. In light of the foregoing objections and response, Respondent will not provide copies of those RCRA Permits in response to the Request.

8. Provide all Resource Conservation and Recovery Act (RCRA) Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it is not limited in time, in that it is not limited to RCRA identification numbers that could reasonably impact, affect or touch and concern the Site, in that it seeks information that is not even remotely relevant to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA’s authority under CERCLA § 104(e), 42 U.S.C. § 9604(e), and in that it seeks information already in the possession and custody of U.S. EPA.

Beazer is and has been engaged in various stages of environmental investigation, remediation and response action pursuant to federal and/or state law at more than one hundred locations throughout the United States; many of these locations generated waste materials requiring disposal. Moreover, at the time of its sale of CAP businesses in 1988, KCI was a Fortune 200 corporation with hundreds of operational sites throughout the United States, many of which would have generated waste materials. Potentially hundreds of RCRA identification numbers have been issued to Beazer by the U.S. EPA and/or an authorized state since the enactment of the RCRA statute. It would be virtually impossible for Beazer to research and identify every single RCRA identification number ever assigned to Beazer by the U.S. EPA or an authorized state.

By way of further response, Respondent has located no documents that identify any RCRA identification number used by Beazer to transport waste to or dispose of waste at the Site. In light of the foregoing objections and response, Respondent will not search for and provide copies of every RCRA identification number ever issued to Beazer.

9. Does the Respondent's company or business have, or has it ever had, a permit(s) under the hazardous waste laws of the State? If so, provide a copy(ies) of the permit(s).

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it is not limited in time, in that it is not limited to permits that could reasonably impact, affect or touch and concern the Site, in that it seeks information that is not even remotely relevant to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA's authority under CERCLA § 104(e), 42 U.S.C. § 9604(e), in that it seeks information already in the possession and custody of U.S. EPA, and in that it uses the undefined term "State," which could potentially be read to include some specific, but unidentified, state or could be read to refer to all of the fifty states in the United States of America.

Beazer is and has been engaged in various stages of environmental investigation, remediation and response action pursuant to federal and/or state law at more than one hundred locations throughout the United States; at many of these locations the authorized state agency has issued a permit under the state's hazardous waste laws to Beazer. Moreover, at the time of its sale of CAP businesses in 1988, KCI was a Fortune 200 corporation with hundreds of operational sites throughout the United States, and it is possible that many of these operations may have had permits issued under the hazardous waste laws of a state. However, without any further information regarding what the term "State" is meant to refer to in this Request for Documents No. 9, Respondent is unable to further respond to this request or to produce responsive documents.

10. Does the Respondent's company or business have an EPA Identification Number, or an identification number supplied by the State? If so, supply any such identification number(s).

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it is not limited in time, in that it is not limited to

EPA or state identification numbers that could reasonably impact, affect or touch and concern the Site, in that it seeks information that is not even remotely relevant to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA's authority under CERCLA § 104(e), 42 U.S.C. § 9604(e), in that it seeks information already in the possession and custody of U.S. EPA, and in that it uses the undefined term "State," which could potentially be read to include some specific, but unidentified, state or could be read to refer to all of the fifty states in the United States of America.

Beazer is and has been engaged in various stages of environmental investigation, remediation and response action pursuant to federal and/or state law at more than one hundred locations throughout the United States; many of these locations generated waste materials requiring disposal. Moreover, at the time of its sale of CAP businesses in 1988, KCI was a Fortune 200 corporation with hundreds of operational sites throughout the United States, many of which would have generated waste materials. Potentially hundreds of EPA or state identification numbers have been issued to Beazer by the U.S. EPA and/or a state. It would be virtually impossible for Beazer to research and identify every single U.S. EPA or state identification number ever assigned to Beazer by any state. Moreover, without any further information regarding what the term "State" is meant to refer to in this Request for Documents No. 10, Respondent is unable to further respond to this request or to produce responsive documents.

By way of further response, Respondent has located no documents that identify any U.S. EPA or state identification number used by Beazer to transport waste to or dispose of waste at the Site. In light of the foregoing objections and response, Respondent will not search for and provide copies of every EPA or state identification number ever issued to Beazer.

11. Identify all federal, state, and local offices and agencies to which the Respondent has sent or filed hazardous substance or hazardous waste information and state the years during which such information was sent or filed.

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it is not limited in time, in that it is not limited to any specific federal, state or local office or agency and does, therefore, potentially request ever piece of paper or electronic communication with every instrumentality of government in the United States to which Respondent has ever mailed, delivered, sent or filed since the date of Respondent's creation in 1944 to the present, in that it is not limited to information submissions that could reasonably impact, affect or touch and concern the Site, in that it seeks information that is not even remotely relevant to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA's authority under CERCLA § 104(e), 42 U.S.C. § 9604(e), and in that it seeks, in part, information already in the possession and custody of U.S. EPA.

Beazer is and has been engaged in various stages of environmental investigation, remediation and response action pursuant to federal and/or state law at more than one hundred locations throughout the United States; many of these locations generated information relating to hazardous substances or hazardous wastes that would have been shared with governmental entities. Moreover, at the time of its sale of CAP businesses in 1988, KCI was a Fortune 200 corporation with hundreds of operational sites throughout the United States, many of which could have generated information relating to hazardous substances or hazardous wastes that would have been shared with governmental entities. Potentially hundreds of thousands, if not millions, of items of responsive "information" may have been sent by Beazer to governmental

entities over the seventy one years that have passed since Beazer was created in 1944. It would be virtually impossible for Beazer to research and identify every single responsive item of such information.

By way of further response, Respondent has located no filings or transmissions of information to federal, state or local offices or agencies that relate to the transport to or disposal of hazardous substances or hazardous waste at the Site. In light of the foregoing objections and response, Respondent will not search for and provide copies of every item of responsive "information" ever sent to or filed with a governmental entity over its seven decade existence.

12. Provide copies of all documents created or kept by the Respondent related to the nature, quantity, or source of the materials taken to the Site.

RESPONSE: Subject to the General Objections above, which are incorporated herein, Respondent further objects to this request as vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it requests copies of all responsive documents ever "created," whether or not such documents still exist. Respondent has conducted a reasonable search of its records and has attached all responsive documents in its custody in Appendix 2 hereto.

13. If barges were placed or disposed at the Site, provide the following information:

- a. **Where they were placed or disposed, and**
- b. **Their condition when placed or disposed.**

RESPONSE: Subject to the General Objections above, which are incorporated herein, and the further objection that this request is vague, ambiguous, overly-broad, unduly burdensome, oppressive and entirely unreasonable in that it uses the undefined term "placed" which could have multiple meanings, certain of which may have no connection to a release or threat of release of hazardous substances at the Site and is, therefore, beyond the scope of U.S. EPA's authority under CERCLA § 104(e), 42 U.S.C. § 9604(e), Respondent states that the only information in Respondent's care, custody or control relating to the presence of barges at the Site that were in any way connected to Respondent are the historic documents concerning cleaning of barges that are identified in Respondent's response to Request for Documents No. 2 above. Beazer has no knowledge of an entire barge, rather than a barge's contents, being disposed at the Site.

14. Identify other individuals and entities that the Respondent has reason to believe may have taken or sent materials to the Site. Of these individuals and entities, specify which were observed by the Respondent at the Site and indicate when those observations were made. Provide all of the information known by the Respondent regarding the customers of these entities or individuals.

RESPONSE: Subject to the General Objections above, which are incorporated herein, and the further objection that this request is vague, ambiguous, overly-broad, unduly burdensome and oppressive insofar as it is not reasonably limited to seeking information regarding customers who may have information "relating to the Site," Respondent states the following:

On information and belief, Mr. Michael Chernekopf (counsel for SSIC Remediation LLC), was to

Mr. Kenneth Talton, U.S. EPA

July 21, 2015

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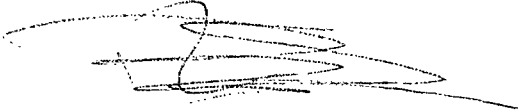
have forwarded to U.S. EPA a listing of SBA Shipyard customers on or about December 20, 2002. Respondent does not have a copy of this communication but expects that U.S. EPA would have a copy.

In addition, the records referenced and disclosed in Respondent's response to Request for Documents No. 2 also contain certain references to individuals or entities that may have taken or sent materials to the Site, and Respondent refers U.S. EPA to those records and documents, copies of which are appended to this Response in Appendix 2.

By way of further response, Respondent directs U.S. EPA to an August 12, 1996 letter from SBA Shipyards, Inc. to Mr. Michael Chernekopf, in which 112 barge cleanings conducted at the Site were identified for an "other" entity, National Marine, Inc. and its predecessors. This letter and its attached charts are enclosed herewith in Appendix 14.

Finally, Respondent has in its possession certain barge cleaning and barge repair invoices issued by SBA Shipyards, Inc. to Dravo Mechling Corporation. These invoices were sent to Respondent by counsel for National Marine, Inc. in 1997. These invoices are enclosed herewith in Appendix 14.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul S. Kline", with a stylized flourish extending to the right.

Paul S. Kline, Esq.

Enclosures: Appendices 2 & 14, as indicated above

Cc: (via e-mail only): C. McChesney (Beazer)

Appendix 2

Schwab & Walter
Attorneys at Law

MAY 21 1996

John Schwab
Gerald L. Walter, Jr.

William E. Hodgkins
Anne Jordan Crochet
John F. Derenbecker
J. Lee Alcock, Jr.
Brent B. Boxill

10636 Linkwood Court
Baton Rouge, Louisiana 70810-2854
Telephone (504) 767-1460
Fax (504) 769-0010

May 16, 1996

file copy

via AIRBORNE EXPRESS

Beazer-East, Inc.
Formerly Koppers Company
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Attn: Ms. Billie Flaherty
Manager -- Environmental
Law Department

RE: Request for Voluntary Contribution to Fund Remediation and Closure
Activities at SBA Shipyards and Notice of Proposed Meeting

Dear Ms. Flaherty:

The undersigned has been retained to assist SBA Shipyards, Inc. ("SBA") in addressing certain pending and proposed enforcement actions and interfacing with a remediation and compliance project team for the timely remediation and closure of certain waste management units at SBA. As you may be aware, SBA has cleaned barges for Koppers Company in the past. A summary of those cleanings is attached for your review. Historically, SBA deposited these barge cleaning residues in unlined surface impoundments and recovered the some of the hydrocarbons from the impoundments for off-site use as supplemental fuel or crude oil feedstock at oil refineries. Although the management of hydrocarbons during recent years has primarily been conducted in tanks, substantial hydrocarbon residuals remain in the surface impoundments. Moreover, SBA has confirmed that a free-phase hydrocarbon layer is present in the subsurface stratum between the bottom of the surface impoundments and the upper surface of the water table.

In light of enforcement actions issued by the Louisiana Department of Environmental Quality and an anticipated enforcement action from U.S. EPA Region VI, SBA is currently taking steps to develop the data necessary for the preparation and implementation of a remediation and closure program for the hydrocarbon management

Ms. Billie Flaherty
May 16, 1996
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area of the facility. SBA also has the added incentive that, unless reasonable, consistent progress is made toward ultimate remediation and closure, the matter will be transferred to the EPA Region VI CERCLA Response and Prevention Branch ("EPA") who would take control of the remediation and closure activities. It is estimated that the resultant cleanup costs and litigation that would be initiated by EPA against SBA and its former and current customers for cost recovery would result in final costs between three and four times the cost of a voluntary remediation and closure effort.

Unfortunately, it is impossible for SBA to fund the activities that must be conducted to remediate and close this portion of the facility within a time frame that will be acceptable to the regulatory agencies. Thus, SBA now finds itself in the awkward position of seeking outside resources to enable it to maintain satisfactory progress.

SBA's purpose for contacting you regarding this activity is to enlist Beazer-East's voluntary participation in the funding of the remediation and closure efforts at the facility. It is our belief that Beazer-East has some potential liability at SBA since residuals from the cleaning of its barges may now present in the surface impoundments and groundwater. In an attempt to avoid delays in remediation activities and inevitable EPA intervention, SBA is approaching all of its former and current customers regarding voluntary contribution. We have attached relevant information that will be of assistance in evaluating your company's potential liability at SBA.

As indicated in the attached April 12, 1996 letter to the U.S. EPA, SBA Shipyards, Inc. ("SBA") has had the surface impoundments sampled by TRC Environmental Solutions, Inc. ("TRC") for purposes of conducting a treatability study and preparing a remediation and closure cost estimate. TRC has indicated that the results of the study and its cost estimates will be available by May 20, 1996. TRC is conducting the treatability study and preparing the remediation and closure cost estimate at no cost with the understanding that it will not be precluded from being considered as a bidder for conducting the actual closure and remediation activities.

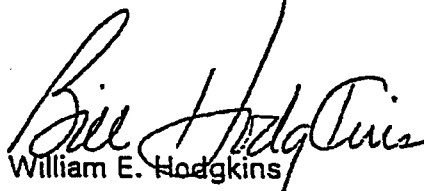
Accordingly, we have scheduled a meeting at 10:00 a.m. on Wednesday, May 29, 1996 in Lafayette, Louisiana at a location that will be forwarded to you in the near future and inviting those we believe may be included as SBA's current and former customers. If you would like to attend the meeting, whether you believe you are or have been a customer, please advise.

Ms. Billie Flaherty
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If you are planning on attending, we will endeavor to provide you with a summary of the results of TRC's treatability study and their remediation and closure cost estimate at least three to four days in advance of the proposed meeting date. A proposed agenda for the meeting is attached. Please review the proposed agenda and fax me any suggested revisions that you feel are appropriate.

If you should have any questions in the interim, please do not hesitate to contact the undersigned, or J. Mike DiGiglia of our office, at your convenience.

Very truly yours,
SCHWAB & WALTER


William E. Hodgkins

- Enclosures:
- Table Entitled "Probable Sources of Contaminants Currently Present in Tanks and Pits"
 - Customer Information Related to Historical Barge Cleaning Activities
 - History of La. DEQ and U.S. EPA Enforcement Actions and Related Correspondence
 - History of and Current Conditions at SBA Shipyards, Inc. And a Description of Known Environmental Impacts
 - Summary of Conventional Analytical Results at SBA
 - Summary of TCLP & RCI Analytical Results at SBA
 - Figure 9 - Horizontal Extent of Contamination Plume
 - April 12, 1996 Letter to U.S. EPA
 - Jesco Subsurface Investigation
 - May 9, 1996 Letter to U.S. EPA
 - Proposed Agenda for May 29, 1996 SBA Customer Meeting

c: Mr. Louis Smaihall

11

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SBA SHIPYARDS, INC. PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS					
COMPANY	DATE(S)*	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Beazer-East, Inc. (formerly Kopper's Company)	5/2/86	JAR-12		961	Approx. 1852 bbls of coal tar removed
	7/4/86	JAR-8		972	Cleaned creosote and coal tar from tanks. Approx. 60 bbls.

TOTAL BARGES CLEANED FOR THIS CUSTOMER = 2

* - Based on date from Marine Chemist's Gas Free Certificate

SBA SHIPYARDS, INC.

**CUSTOMER INFORMATION RELATING TO
HISTORICAL BARGE CLEANING ACTIVITIES
(Revised May 16, 1996)**

BARGE COMPANY/OWNER	DATE RANGE	NUMBER OF VESSELS CLEANED	PREVIOUS CARGOES
National Marine Service P.O. Box 52189 New Orleans, LA 70512 Contact: Mark East Phone: (504) 529-8663 ATTORNEY: Michael A. Chernekoff Jones, Walker 201 St. Charles Ave. New Orleans, LA 70170 (504) 582-8000	8/77 - 3/94	94	Asphalt, Creosote, p-Xylene, Styrene, Vinyl acetate, carbon tetrachloride, methanol, coal tar, gasoline, creosote-type black oil, carbon black, ethyl acrylate, acrylates, heavy slop oil, corn oil, diesel oil, black liquor, No. 6 oil, crude oil, coal tar distillate
Sabine Towing Company P. O. Box 1528 Groves, TX 77619 Contact: Dennis Buffo Phone: (409) 962-0201 ATTORNEY: F. William Mahley Griggs & Harrison, P.C. 1301 McKinney, Ste. 3200 Houston, TX 77010	3/82 - 10/88	10	Crude Oil, Jet Fuel, No. 6 Fuel, Condensate
Canal Barge Company 835 Union Street New Orleans, LA 70112 Contact: Tommy Lind Phone: (504) 581-2424	5/89 - 10/89	2	Coal Tar, Cylinder Oil
Ashland Oil Company P. O. Box 391 Ashland, KY 41114 Contact: Vince Barto Phone: (606) 329-4707	1/87 - 1/95	16	Crude Oil, Coal Tar, Cumene, Lube Oil, Asphalt Slops, Coke Oven Tar, Black Oil, Asphalt, No. 6 Asphalt, Recycled Crude, Vacuum Tower Bottoms, Charge Stock

BARGE COMPANY/OWNER	DATE RANGE	NUMBER OF VESSELS CLEANED	PREVIOUS CARGOES
Ingram Barge Lines P. O. Box 23049 Nashville, TN 37020 Contact: Bill Moralli Phone: (615) 298-8200/8244 ATTORNEY: Mr. Bob Holden Liskow & Lewis 701 Poydras St., Ste. 5000 New Orleans, LA 70139 Phone: (504) 556-4130	1/87 - 11/93	9	Crude, No. 6 Oil, Coal Tar, Slop #6 Oil, Creosote, Heavy Aromatics/Gasoline, Crude Oil
Allied Towing P. O. Box 717 Norfolk, VA 23501 Contact: W. Bruce Law Phone: (804) 545-7301	8/85 - 8/86	1	Asphalt, Bunker C, Caustic Soda
Transerve Marine P. O. Box 717 Norfolk, VA 23501 Contact: W. Bruce Law Phone: (804) 545-7301	11/84 - 4/90	12	Caustic Soda, Tallow, Lube Oil, Corn Oil, UREA-Ammonium Nitrate, Soybean
Higman Towing Company P. O. Box 908 Orange, TX 77631 Contact: Preston Shuford Phone: (409) 883-5636	2/90 - 3/95	15	Crude Oil, No. 6 Oil, Kerosene
Tallen Marine P. O. Box 1040 Lake Arthur, LA 70549 Contact: Duke Gremillion Phone: (318) 774-5480	8/90 - 6/95	8	Diesel, Water
Hollywood Marine P. O. Box 1343 Houston, TX 77251 Contact: Mary Shaddock Jones Phone: (713) 868-1661	10/87 - 6/90	4	Crude Oil, No. 6 Oil, Bunker Oil, Black Oil
Marine Operators, Inc. P. O. Box 51694 Lafayette, LA 70505 Contact: Stephen Ortte Phone: (318) 232-9248	11/85	1	Diesel Oil
Sargent Marine 868 Marian Road Woodbury, NJ 08096 Contact: Dan Finocchi Phone: (609) 848-0535	3/95	1	Asphalt

BARGE COMPANY/OWNER	DATE RANGE	NUMBER OF VESSELS CLEANED	PREVIOUS CARGOES
Cenac Towing Company P. O. Box 2617 Houma, LA 70361 Contact: Benny Cenac, Jr. Phone: (504) 872-2413	11/88 - 5/95	31	No. 6 Oil, Crude Oil, Condensate, Slop Oil, Asphalt, Lube Oil, Waste Water, Drill Water, Crude Distillate, Carbon Oil
Leevac/Domar Marine P. O. Box 2528 Morgan City, LA 70381 Contact: Dennis Taylor Phone: (504) 385-4853; 384-8000	12/84 - 7/88	5	Black Oil, Crude Oil, No. 6 Oil, Gasoline, Diesel
L & L Oil Company P. O. Box 6984 Metairie, LA 70009 Contact: Richard Childers Phone: (504) 832-8600; 366-4960	10/94	1	Diesel
Beazer-East, Inc. (Formerly Koppers Company) 436 7th Avenue Pittsburg, PA 15219 Contact: Ms. Billie Flaherty Phone: (412) 227-2515	5/86 - 7/86	2	Coal tar
Martin Gas Marine 8582 Katy Freeway, #112 Houston, TX 77024 Contact: Scott Martin Phone: (713) 461-0606	12/91	1	Gas, Oil
Sun Oil Company 1801 Market Street Philadelphia, PA 19103 Contact: Thomas Haines, Esq. Phone: (215) 977-6273	1/89	1	Asphalt, Crude

TOTAL NO. OF BARGES 214

10 of 18 less than 10 barges clean of
w/ damaging ingredients.

J.A.R. BARGE LINES
BAREBOAT CHARTER

SUBJECT

FILE NO. J.A.R. 12

OPENED

CLOSED

VOLUME NO.

PREVIOUS CORRESPONDENCE CARRIED UNDER FILE NO.

J.A.R. BAREBOAT CHARTER CONTRACT



B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

G.L. 871

TANK BARGE "J.A.R. 12"
and/or owners and/or charters
KOPPERS COMPANY
850 KOPPERS BUILDING
PITTSBURGH, PA. 15219
ATT: MR. JIM CAFARO

INVOICE NO. 6-10 (88)

WORK ORDER NO. 1048

DATE JUNE 30TH 1988

P. O. NO.

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for cleaning and gas freeing your tank barge J.A.R. 12 as directed by Mr. Jessie Sandlin-National marine of New Orleans.

- Shift barge, river to cleaning plant, clean barge, safe for men and safe for fire, including wings, double bottom, rake tanks, steam coils, pipe lines and pump. Butter worth, pick up and bucket out 130 bbls of hard and soft residue left, re-butterworth as required, pick up and wash wings and bottoms.

613 man hours @ \$18.00 per man hour \$ 11,034.00

Chemical, boiler fuel, diesel, protective clothing and crane time removing and emptying bbls 2,461.00

- Gas free chemist certificate-safe for men and safe for fire including Benzine check 300.00

TOTAL LABOR, EQUIPMENT & MATERIALS \$ 13,795.00

6% STATE AND PARISH SALES TAX 827.70

INVOICE AMOUNT DUE \$ 14,622.70

checked by *[Signature]*

CHARGES AUDITED
<i>[Signature]</i>
OK FOR PAYMENT
DATE 7-7-88

Survey Requested by SBA SHIDYARD	Vessel Owner or Agent THOMAS DET.	Date 6-28-88
JAR 12	Type of Vessel TANK BARGE	Specific Location of Vessel SBA MERRITT
CREOSOTE, BLACK OIL	Test Method JAL COMB. O. / CEL / VISUAL	Time Survey Completed 9:30AM
at Three (3) Cargoes		

ALL CARGO TANKS (3) — LESS THAN 2 PPM BENZENE,
AIR VENTILATION REQUIRED
(MIN. 500 CFM).
ENTER WITH RESTRICTIONS
2 HRS W/O MASK, 14 HRS/DAY,
WITH HALF MASK USING
ORGANIC CARTRIDGE.
SAFE FOR HOT WORK.

CARGO LINES — OPENED, DRAINED, CLOSED.

STEAM COILS — AIR BLOWN, SAFE FOR
HOT WORK.

WING TANKS 1-4 P & S
FORWARD & AFTER RAKES
SAFE FOR WORKERS
SAFE FOR HOT WORK
AIR BLOWER REQUIRED
IN WORK TANK
(MIN. 500 CFM).

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

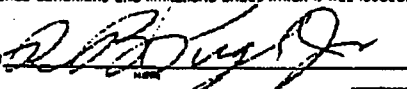
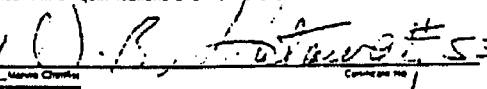
NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed  SBA 6-28-88 Signed  577

DOM-4-B6

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS
CUSTOMER COPY

Printed in USA

DRAVO MECHLING CORPORATION

400 Poydras Street
PO. Box 52189
New Orleans, Louisiana 70152-2189
504 529-8612

A Dravo Company

March 19, 1985

DANIEL T. MARTIN
Sales Manager

Mr. James A. Cafaro
Transportation Coordinator
Koppers Company, Inc.
Traffic and Transportation Department
Pittsburgh, PA 15219

Dear Jim,

I am enclosing the invoice covering charges incurred for Koppers Company while cleaning and coiling DM-953 at SBA Shipyard.

I would like to summarize the series of events so that you will understand how we arrived at this amount. At 2100, 1/10/85, barge arrived SBA Shipyard for Coast Guard inspection. On 1/24/85, we agreed to install a pump and engine at Dravo Mechling's expense if Koppers would make the investment to clean and coil the barge. At that time, Dravo Mechling had completed all cleaning that was required for the CG inspection. Immediately, further cleaning was started for the purpose of internally coiling the barge. For simplicity, we requested that SBA send separate invoices on the two cleanings.

On 1/24/85, we still had about 3 days of work left to complete the CG inspection. At most, it would only take 3 days to install a pump and engine on a barge. Therefore, we felt it would be fair for Dravo Mechling to absorb the per diem charges up to 0700, 2/1/85.

Please review this invoice at your earliest convenience and let me know if you would like to discuss it further.

Very truly yours,



Daniel T. Martin
Sales Manager

DTM/lcc

cc: Mary Kestel
Anna Metcalf
Chuck Sweeney
Evan Wharton

Enclosure

Dravo

Dravo Mechling

Billing Memorandum

TO: Koppers Company

DATE 3/19/85

INVOICE NO. _____

ACCOUNT NO. _____

Attn: Mr. James Cafaro

PREPARED BY DTM

To bill your account for ~~the~~ cost
incurred to clean and internally
coil barge D M 953 (SBA Shipyard
invoice attached)

\$35423.00

Per Diem charges 0700 2/1/85 to

0700 3/8/85

35 days @ \$125

4375.00

Total

39798.00

(41)



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE "D M 948
and/or charters and/or owners
KOPPERS COMPANY, INC.
850 KOPPERS BUILDING
PITTSBURGH, PA. 15219
ATT: MR JIM CAFARO

INVOICE NO. 6 - 7 (87)
WORK ORDER NO. 1004 M
DATE JUNE 19 19 87
P.O. NO. 057-S-173

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR CLEANING TANK
BARGE "DM 948" AND FURNISHING GAS FREE
CERTIFICATE AS PER INSTRUCTIONS AND AS
PER SHEET ATTACHED----- \$ 29,679.30

checked by

[Signature]

7/24/87

INVOICE # 6 - 7 (87)
WORK ORDER # 1004
JUNE 19, 1987

TANK BARGE "D.M. 948"
and/or charters and/or owners
KOPPERS COMPANY, INC.
850 KOPPERS BUILDING
PITTSBURGH, PA. 15219

ATTENTION: MR. JIM CAFARO

As per instructions from Mr. Jessie Sandlin - Dravo Mechling Inc, New Orleans, La., we invoice you for cleaning and gas free certificate for subject barge D.M.948 as follows:

1. Gas free and clean safe for men, safe for fire 195' x 35' x 15' double skin coal tar tank barge. Products in main tanks 2 to 4' deep, corners and behind pipe lines. Butter worth and wash oil residue from product then shovel to buckets and remove with crane in fabricated pipe container to shore, chemical and rewash tanks after removing heavy residue. Drop valve suction to check pipe line for products and replace. Wash and clean interbottom and wing tanks containing products.

1228 man hours @ \$ 18.00 per man hour- - - - - \$ 22,104.00

Chemicals, diesel, boiler fuel, protective clothing,
and crane service- - - - - 6,162.00

TOTAL LABOR AND MATERIAL - - - - - \$ 28,266.00

5% state and parish sales tax - - - - - 1,413.30

INVOICE AMOUNT DUE- - - - - \$ 29,679.30

cc: Mr Jessie Sandlin
Dravo Mechling corp
New Orleans, La.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "D M 932"
and/or owners and/or charters
KOPPERS CO. INC.
850 KOPPERS BLDG
PITTSBURGH, PA. 15219

Att: Mr. Jim Cafaro

INVOICE NO. 7 - 4 (87)

WORK ORDER NO. 1008

DATE JULY 28TH 1987

P.O. NO. D.M. P/O#077-S048

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

1. Shift vessel from river to cleaning facility south side of yard. Gas free and clean 195 x 35 x 15' double skin tank barge, safe for men and safe for fire. Clean for change of cargo, including removing suction drops, cleaning cargo lines, approximately 40 bbls of solidified products from 3 main cargo tanks. Chemical wash and chip products from sumps.	
485 man hours @ \$ 18.00 per man hour - - - - -	\$ 8,730.00
Cleaning chemical, diesel, boiler fuel, protective clothing and crane service - - - - -	4,682.00
2. Gas free chemist certificate - - - - -	250.00
TOTAL LABOR AND MATERIAL - - - - -	\$ 13,662.00
5% STATE AND PARISH SALES TAX - - - - -	683.10
INVOICE AMOUNT DUE - - - - -	\$ 14,345.10

Checked By

CC: Mr. Jessie Sandlin

SERIAL NO. D 46816

W.D. 1008

SBA SHIPYARD

DRAGON MARINE

7-24-87

Requested by

Vessel Owner or Agent

Date

DM 932

TANK BARGE

SBA SHIPYARD

sel

Type of Vessel

Specific Location of Vessel

CONCRETE

1/4 COMB O2/LED VISION

11:30 AM

Three (3) Cargoes

Test Method

Time Survey Completed

ALL CARGO TANKS (1, 2, + 3)
ALL WING DOUBLE BOTTOM TANKS (1-4) + 5
FORWARDS + AFTER TANKS

SAFE FOR WORKERS
SAFE FOR HOT WORK
AIR BLOWER IN
WORK TANK (MIN 500 GPM)

CARGO LINES

OPEN & DRAINED

STEAM COILS

AIR BLOWN, SAFE FOR HOT WORK

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

igned

Signed

Marine Chemist

Certificate No.

Appendix 14

Schwab & Walter
Attorneys at Law

John Schwab
Gerald L. Walter, Jr.

William E. Hodgkins
Anne Jordan Crochet
John F. Derenbecker
J. Lee Alcock, Jr.
Brent B. Boxill

10636 Linkwood Court
Baton Rouge, Louisiana 70810-2854
Telephone (504) 767-1460
Fax (504) 769-0010

August 12, 1996

Mr. Michael A. Chernekopf
Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P.
Place St. Charles
201 St. Charles Avenue
New Orleans, Louisiana 70170-5100

Re: SBA Shipyards/National Marine

Dear Mr. Chernekopf:

In response to your letter dated June 5, 1996, attached are copies of the available records for barge cleaning and repairs performed on barges owned, operated or chartered by National Marine, Inc. and its predecessors in interest (National Marine). Also enclosed is a summary of the barges cleaned and/or repaired along with descriptions of previous cargoes and any additional relevant information obtained from the attached records. Your letter also indicated that there were several barges identified on the previous summary that were not related to National Marine. We think you will find that the records demonstrate that the cleaning and repairing of the barges listed on the summary were either paid for by your client or were performed at its request. Thus, some of the barges that were not recognized as barges owned or formerly owned by your client on the previous summary may have been those that were merely operated or chartered by National Marine.

In your letter, you requested information on what records exist, or how estimates are being made, regarding actual volume and type of material removed from barges. There is very little documentation on the actual volumes of material removed from the barges and this information is typically found, when present, on the itemized cost break downs attached to the invoices. The identification of the previous cargoes is primarily found on the marine chemists certificates and, secondarily, on the itemized cost break downs attached to the invoices.

With regard to how the materials were handled during and after the cleaning process and whether some materials were sent offsite as opposed to being placed into the surface impoundments, the materials were typically shoveled or scraped from the bottom of the barge, by manual labor, and placed into buckets. The buckets were emptied into deck boxes that were lowered by a crane onto the top of the barge or

Mr. Michael A. Chernekopf
August 12, 1996
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into the barge through an opening created for that purpose. The crane then lifted and swung the full deck boxes over the Oil Pit and released the contents into the Oil Pit.

Until 1994, all sludges and solids from the barges were initially deposited into the Oil Pit, except those from barge owners, operators or charterers who requested that their material be sent offsite for disposal. Based on the information available to date, the only barge owner, operator or charterer that requested offsite disposal of their residues was Ashland Oil Company. However, the contaminated washwater from all barges was deposited into the surface impoundments, including that from the Ashland barges. As of 1994, the sludges and solids removed from barges were placed in above-ground and in-ground barge tanks. While some of these sludges and solids may have been removed and sent offsite for disposal, significant quantities of these materials are currently present in the tanks at SBA.

After the oil, water and solids separated in the Oil Pit, the oily phase was either siphoned or pumped from the Oil Pit to a variety of tanks. Over the years, some of the oily material stored in tanks was given to various used oil recyclers or brokers. Thus, these materials are no longer present at the facility today. Based on the information available to date, there are little or no records of the volumes removed for offsite recycling or of the identity of the facilities that received these materials. Except for the possibility of diesel fuel, we have no information on the use of these materials by SBA. The water phase was pumped to Pit No. 1 for further separation of the oil, water and solids. The water phase from Pit No. 1 was pumped to Pit No. 2 for further separation. The water phase from Pit No. 2 was finally pumped to Pit No. 3 where it was stored for reuse in the cleaning process.

Your letter also inquired about SBA's financial status and the identification of previous and current principals and land owners at the facility. A financial audit of SBA for its June 1995 - May 1996 fiscal year is nearing completion. Once this information is available, it will be forwarded for your review. Until 1985, the record shareholders of SBA were: 499 Shares - Mr. Leland Bowman, 1 Share - Mrs. Leland Bowman, and 500 Shares - Louis Smaihall. In 1985, the corporation reacquired Mr. and Mrs. Bowman's stock. Today, the record shareholders of SBA are: 416 2/3 Shares - Louis Smaihall (83.33%) and 83 1/3 Shares - Suzanne S. Cornelius [daughter of Louis Smaihall] (16.67%). Until 1985, the land was owned as follows: 50% - Mr. & Mrs. Bowman and 50% - Mr. & Mrs. Smaihall. In 1985, the corporation acquired Mr. and Mrs. Bowman's ownership in the property. Today, the land is owned as follows: 50% - SBA Shipyards, Inc., 25% - Louis Smaihall, and 25% - Suzanne S. Cornelius.

Mr. Michael A. Chernekopf
August 12, 1996
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With regard to the arrangements with Leevac on the subject property, Leevac's lease expires in December 1996. At this time, SBA does not know whether Leevac plans to execute a new lease. You also inquired about the status of insurance and any claims that have been made. The insurance companies have already been put on notice of a pending claim by SBA's insurance agent and several have requested additional information. We have recently received copies of portions of the relevant insurance policies and have compiled what we believe to be a fairly comprehensive list of policies which may provide coverage. After a thorough review of the policies and all potentially limiting provisions, formal claims will be filed for recovery of covered property damage and suits will be filed as necessary to enforce payment of covered claims.

SBA can appreciate National Marine's position, as set forth in your letter, that SBA Shipyards, Inc., its principals, past and present, and their assets should be exhausted first before SBA's customers are called to participate. However, all of SBA's customers profited significantly by using SBA for barge cleaning services rather than a more expensive barge cleaning operation that would have sent the residues offsite for disposal. In order to determine the actual extent of SBA's ability to undertake and complete the activities required by EPA, we will have to await the development of the cost estimates and schedules of completion for the closure and remediation plans currently being prepared by Woodward Clyde Consultants, then compare this information with SBA's current assets and estimates of its future revenues. At that point, we can be more specific about resources sought from the PRPs.

We understand that before National Marine or the other PRPs will commit specific sums, you will need detailed financial information from SBA. As noted above, this information will be forthcoming. However, the ability to predict SBA's future resources is uncertain at best because the demand for SBA's services has dropped to the point that SBA's continued solvency is in question.

2. Unfortunately, the timing noted above for a determination of specific PRP resource needs is not consistent with EPA's supplemental information requirements. Based on recent conversations with Greg Pashia - EPA Region VI, SBA will have to demonstrate to EPA that there is sufficient funding for a voluntary effort within the next three to five weeks by either presenting financial documentation of its own ability to accomplish the required closure and remediation or by presenting correspondence from the other PRPs indicating their commitments to voluntarily participate in the closure and remediation. If SBA cannot make such a demonstration, the EPA RCRA

Mr. Michael A. Chernekopf
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Enforcement Branch has indicated that it may withdraw its willingness to cooperate with a voluntary cleanup effort and the site will be referred to the EPA Superfund Response and Prevention Branch for the purpose of proceeding with closure and remediation and seeking recovery of costs from the PRPs.

Thus, we are hopeful that SBA's customers, including National Marine, will submit to us written communication of their willingness to participate in the closure and remediation activities in the very near future. This will allow a voluntary effort that can be limited to the EPA RCRA Enforcement Action which we are told will incorporate the closure and remediation plans currently being prepared by Woodward Clyde Consultants.

*See
EOC
5/22/96
letter*

Once drafts of the closure and remediation plans are available, a review and comment copy will be sent to those customers who have expressed a willingness to participate in the voluntary cleanup effort. Only a summary of the cost estimates will be sent to those customers who have either not expressed any interest in participating in the voluntary effort or have indicated their refusal to participate.

If you would like to discuss the foregoing any further, please contact the undersigned at your convenience.

Sincerely,

Schwab & Walter


William E. Hodgkins

Enclosures - Summary of National Marine's Barges
SBA's Records on National Marine

c: Mr. Louis Smaihall - SBA Shipyards, Inc. (Summary only)
SBA Customers (Summary only)

SBA SHIPYARDS, INC.
PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

Page 1

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Union Mechling	8/4/77	UMC-945	Asphalt	264	Clean and gas free
	11/7/77	UMC-946	Creosote	306	Clean and gas free
	2/18/78	UMC-910	p-Xylene	Not available	Clean and gas free
	4/7 - 10/78	UMC-933	Styrene	180	Clean and gas free
	5/15/78	UMC-2605	Vinyl acetate	189	Clean and gas free
	5/29/78	UMC-927	Carbon tetrachloride	191	Clean and gas free
	9/19 - 20/78	LCD-4930	Styrene	335	Clean and gas free
	5/21 & 30/79	UMC-916	Vinyl acetate	387	Clean and gas free
	6/13/79	UMC-932	Coal Tar	393	Clean and gas free
	7/18/79	UMC-911	Styrene	399	Clean and gas free
	10/3/79	4931	Styrene	442	Clean and gas free
	1/18/80	LCD-4630	Not available	477	Arrived clean; painted oil barge
	4/3/80	UMC-908	Styrene	Not available	clean and gas free
Dravo Mechling	3/19/80	UMC-4634	Black oil and Coal tar	491	Gas free and clean tank of heavy product
	3/25/80	UMC-4908	Black oil and Coal tar	492	Removed heavy product & coal tar
	10/24/80	UMC-905	Molasses	553	removed molasses
	12/4/80	UMC-950	Coal Tar	559	Gas free and clean tank of heavy product
	1/26/81	UMC-360	Creosote and Coal tar	564	clean and gas free of creosote and coal tar
	5/25/81	DM-904	Molasses	581	removed molasses

SBA SHIPYARDS, INC.

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PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Dravo Mechling (cont'd.)	6/15/81	DM-927	Carbon tetrachloride	590	clean and gas free; drained cargo lines; removed heavy rust deposits
	7/29/81	DM-944	Suspect Coal tar	591	Gas free and clean double skin barge
	10/15/81	DM-947	Creosote and coal tar	626	Gas free and clean three main cargo tanks of creosote and coal tar bottoms
	11/6/81	DM-932	Suspect Coal tar	627	Gas free and clean 3 main cargo tanks
	11/25/81	DM-915	Gasoline	683	Arrived Pre-Cleaned
	12/2/81	DM-605	Not available	632	Cleaned heavy residue
	12/14/81	DM-904	Tallow	640	Clean and gas free tank barge
	1/4/82	DM-2601	Suspect Coal tar and asphalt	633	Clean and gas free tank barge; 15 drums of rust scale
	1/5/82	DM-927	carbon tetrachloride	644	Clean and gas free tank barge
	2/14/82	DM-953	coal tar and creosote	646	clean and gas free - coal tar and creosote
	4/30/82	DM-909	coal tar	655	clean and gas free - coal tar and other products
	5/27/82	DM-946	Suspect Coal tar, creosote	663	cleaning mainly for hotwork
	7/20/82	DM-910	Suspect Coal tar	665	removed heavy products from double skin barge
	8/4/82	DM-944	Creosote, coal tar	669	removed coal tar and creosote
	8/11/82	DM-945	Coal tar, creosote	667	Clean and gas free coal tar and creosote products from main tanks

SBA SHIPYARDS, INC.
PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

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COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Dravo Mechling (cont'd.)	10/8/82	DM-947	Asphalt, Coal Tar	670	Gas free and clean cargo tanks
	10/21/82	DM-951	Suspect Asphalt	672	Gas free and clean cargo tanks
	11/11/82	DM-2609	Creosote, Asphalt, Coal Tar	674	Removed coal tar and creosote
	12/14/82	DM-932	Creosote & Asphalt	727	Removed 8 bbls of heavy product
	2/17/83	DM-2608	Coal tar	728	Cleaned coal tar residue from 6 tanks
	3/25/83	DM-952	Suspect Coal tar, asphalt	735	Removed heavy products from double skin barge
	5/4/83	DM-2607	Coal Tar and Creosote	738	Removed coal tar and creosote
	6/13/83	DM-604	Coal Tar and Oil	739	Removed heavy deposit of coal tar and oil
	9/1/83	PTC-502	Carbon Black	801	Arrived Pre-cleaned
	10/18/83	DM-949	Suspect Asphalt or No. 6 oil	748	Clean and gas free
	10/19/83	DM-932	Suspect Coal Tar, Creosote	802	Cleaned only to make repairs
	11/10/83	DM-945	Coal Tar	803	Removed coal tar residue
	1/12/84	DM-917	Carbon tetrachloride	811	Not available
	1/12/84	DM-918	Carbon tetrachloride	812	Not available
	1/31/84	DM-951	Suspect Asphalt	807	Shoveled product to buckets; removed buckets to deck boxes*
	4/3/84	DM-947	Suspect Coal Tar or Creosote	815	Gas free and clean heavy products

SBA SHIPYARDS, INC.

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PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Dravo Mechling (cont'd.)	4/17/84	DM-925	Ethyl acrylate	823	Arrived Pre-Cleaned
	5/10/84	DM-946	Coal Tar and Cresote	817	Gas free and clean; creosote and coal tar
	5/22/84	DM-921	Acrylates	828	Arrived Pre-Cleaned
	6/4/84	DM-944	Coal tar, creosote	824-A	Gas free and clean; coal tar and creosote
	7/3/84	DM-901	Blended fuel	832	cleaned to carry naptha; was carrying blended fuel
	9/28/84	DM-903	Styrene	835	Removed solidified styrene
	11/21/84	GTC-5	Heavy oil products	846	Pumped heavy oil products from vessel
	12/7/84	DM-9731	Corn Oil/ syrup	877	Gas free and clean; corn syrup and water
	3/7/86	DM-953	Suspect Coal Tar or Creosote	882-A	Gas free and clean tanks; bucket and shovel heavy materials
	3/28/85	DM-905	Asphalt, Coal Tar, Creosote	886	Removed coal tar and creosote
	7/2/85	DM-952	Coal Tar, Creosote	901	Picked up heavy deposits of coal tar and creosote
	8/26/85	Paul Bunyan 4504	Not available	912	Arrived Pre-Cleaned
	9/26/85	DM-922	Corn Oil	914	Removed corn oil
	11/18/85	DM-944	Coal Tar, Oil	917	Gas free and clean; coal tar and residual oil
	1/7/86	DM-949	Black Oil	925	Bucketed out heavy residue

SBA SHIPYARDS, INC.

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PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Dravo Mechling (cont'd.)	1/20/86	LCD-4901	Diesel Oil	959	Arrived Pre-Cleaned. Removed mud and rust from rake.
	2/4/86	DM-928	Black Liquor	957	Gas free and clean double skin barge
	2/21/86	DM-932	Coal Tar, Creosote	953	Gas free and clean; coal tar and creosote with heavy deposits
	3/4/86	DM-905	Coal Tar	959	Gas free and clean; coal tar
	5/1/86	JAR-12	Coal Tar	961	Unavailable
	5/19/86	DM-946	"Black Oil", Coal Tar, Creosote	965	Gas free and clean coal tar and creosote and heavy bottoms
	6/13/86	DM-958	Styrene	973	Clean out styrene polymer; chisel, scrape and bucket from tanks
	8/19/86	DM-950	Coal Tar; Creosote	976	Gas free and clean; coal tar and creosote
	12/5/86	DM-945	Coal Tar; Creosote	990	Gas free and clean; heavy creosote and coal tar deposits
	1/14/87	DM-951	Coal tar; Creosote	996	Gas free and clean; coal tar and creosote
	2/3/87	NMS-3101	Asphalt	Unavailable	Clean hard asphalt residue - all cargo tanks
	3/2/87	NMS-3103	No. 6 oil, Asphalt	997	Gas free and clean; #6 oil and asphalt
	5/8/87	NMS-3105	No. 6 Oil; Coal Tar	1002	Removed heavy deposits of coal tar, #6 oil, and sludge
	6/10/87	DM-948	Coal Tar	1004	Gas free and clean coal tar barge

SBA SHIPYARDS, INC.

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PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
Dravo Mechling (cont'd.)	7/24/87	DM-932	Coal Tar	1008	Clean approximately 40 bbls. of solidified product from three main tanks
	12/28/87	DM-2608	Black Oil, Coal Tar	1018	Gas free and clean; heavy deposits of coal tar
	4/8/88	DM-947	Coal Tar; Creosote	1040	Gas free and clean; creosote and coal tar
	7/14/88	DM-952	Coal Tar	1077	Gas free and clean vessel
	10/16/89	DM-947	Creosote & Crude Oil	1137	gas free and clean; pick up approximately 10 drums of heavy product
	1/24/90	MOP-142	Drilling mud tanks	1151	Unavailable
	1/29/90	DM-949	Coal tar	1149	Unavailable
National Marine	1/29/69	LCT-55	Not available	3593	Partially gas free first 4 main tanks
	9/30/69	LCT-66	Not available	3594	Gas free front rake tank
	10/13/69	LCT-45	Oil	3596	Gas free after rake tank No. 5
	6/23/70	NMS-2604	Asphalt	3673	Clean and gas free; removal of solidified asphalt
	9/15/70	NMS-3203	Not available	3705	Clean and gas free
	11/23/70	NMS-1605	Sulphuric acid	3699	Gas free sulphuric acid barge
	3/11/71	LCT-50	Asphalt, #6 oil	3751	Gas free 12,000 barrel tank barge
	3/23/71	NMS-2601	Asphalt, Bunker C	3752	Gas free asphalt and bunker C tanks
	3/31/71	IBC-13	Crude oil	3773	Gas free and clean cargo tanks

SBA SHIPYARDS, INC.

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PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
National Marine (cont'd.)	4/30/71	NMS-1201	Suspect Light Oil	3786	Gas free double skin vessel carrying Subchapter O cargo
	12/6/73	LTC-102	Asphalt	3962	Gas free and clean asphalt
	4/18/79	NMS-1459	Methanol	380	Gas free and clean all cargo tanks
	9/22/86	LTC-66	Crude oil	Not available	Unavailable
	9/2/86	NMS-3107	#6 oil	977	Clean for change of cargo
	11/8/86	NMS-3102	Asphalt	988	Clean and gas free vessel
	5/28/88	NMS-3109	Asphalt	1046	clean and gas free vessel
	8/26/88	NMS-3104	#6 oil	1082	Gas free and clean vessel;pick up an bucket out product
	11/9/88	DM-952	Coal Tar Distillate	1097	Gas free and clean; heavy products
	12/7/88	NMS-3105	#6 oil	1099	Gas free and clean; heavyproducts; approximately 65 bbls.
	2/20/89	NMS-1350	#6 oil	1113	Clean and gas free barge
	9/6/89	DM-932	Coal tar	1131/1132	Removed 880 bbls of heavy oily product
	10/27/89	950	Coal Tar	1136	Removed 3 - 5 feet of coal tar from main tanks
	12/11/89	NMS-3203	#6 oil	1143	picked up and bucket out approx. 180 bbls. of heavy products
	12/28/89	NMS-3108	#6 oil	1144	Cleaned for hot work
	3/16/90	DM-949	Oil and Creosote	1149	Removed approximately 480 short tons of oil and creosote
	3/21/90	NMS-3109	Asphalt & No. 6 Oil	1158	Gas free and clean 6 oil and asphalt from barge
	4/12/90	NMS-3108	Asphalt	1144	Gas free and clean asphalt necessary do hot work

SBA SHIPYARDS, INC.

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PROBABLE SOURCES OF CONTAMINANTS CURRENTLY PRESENT IN TANKS AND PITS

COMPANY	DATE(S)	VESSEL NUMBER	PREVIOUS 3 CARGOES	WORK ORDER NO.	ADDITIONAL INFO.
National Marine (cont'd.)	6/15/90	DM-1202	Asphalt	1169	Removed asphalt, sand and water
	1/21/91	NMS-2301	Asphalt	1195	Gas free and clean barge
	5/7/91	NMS-3105	No. 6 Oil	1207	Removed approximately 8 bbls. of B.S.&W.
	6/10/91	NMS-3104	No. 6 Oil	1208	Picked up and bucketed approximatey 50 bbls. Of product
	12/23/91	NMS-3101	Aphalt, No. 6 oil	1223	Removed approximately 349 bbls of asphalt and #6 oil
	1/21/94	NMS-3102	No. 6 Oil, Asphalt	1297	Removed approx. 328 bbls of asphalt
	3/1/94	NMS-3103	Asphalt	1298	Removed approx. 453 bbls hard asphalt & B.S. & W.

TOTAL BARGES CLEANED FOR THIS CUSTOMER = 112

MARINE CHEMIST'S CERTIFICATE

SBA SHIPWAY
SURVEY REQUESTED BY

UNC-945
VESSEL

Union Machine
OWNER OR AGENT

8-4-77
DATE

TANK BARGE
TYPE VESSEL

JW Indicator/Visual
TEST METHOD

10:30 AM
TIME OF COMPLETION

SBA YARD
LOCATION

ASPHALT
LAST CARGO

7079
CERTIFICATE NO.

Inspection and air tests show the following:

Shifting of vessel within shipyard permitted Yes ☒ No ☐

CARGO TANKS: (1 THRU 3) Generally CLEAN
GAS FREE - SAFE FOR MEN AND FIRE
WITH AIR BLOWER IN WORK TANK.

COFFER DAMS: (1 THRU 4) (COMMON) CLEAN AND GAS FREE
SAFE FOR MEN AND FIRE WITH AIR BLOWER

FORWARD AND AFTER RAKES: GAS FREE - CLEAN
SAFE FOR MEN AND FIRE WITH AIR BLOWER.

CARGO LINES: OPEN AND DRAINED - NOT SAFE FOR FIRE

Work must be commenced within 24 hours of date and time of issuance, unless otherwise noted.

In the event of any physical or atmospheric changes affecting the gas-free condition of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned.

Qualifications

Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

Standard Safety Designations

SAFE FOR MEN. Means that in the compartment or space so designated: (a) The oxygen content of the atmosphere is at least 18.0 percent by volume; and that, (b) Toxic materials in the atmosphere are within permissible concentrations; and (c) In the judgment of the Marine Chemist, the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

SAFE FOR FIRE. Means that in the compartment so designated: (a) The concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (b) In the judgment of the Marine Chemist, the residues are not capable of producing a higher concentration than permitted by 1-5.2 (a) under existing atmospheric conditions in the presence of fire and while maintained as directed on the Marine Chemist's Certificate; and further, (c) All adjacent spaces have either been cleaned sufficiently to prevent the spread of fire, are satisfactorily inerted, or, in the case of fuel tanks, have been treated as deemed necessary by the Marine Chemist.

SAFE FOR SHIPBREAKING. Means that the compartment so designated: (a) Shall meet the requirements of 1-5.1, and, (b) In the judgment of the Marine Chemist, the residual combustible materials designated are not capable of producing fires beyond the extinguishing capabilities of the equipment on hand; and, (c) All adjacent compartments or spaces shall meet the requirements of 1-5.2 (c).

Chemist's Endorsement

This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with the Standard For the Control of Gas Hazards on Vessels to Be Repaired, adopted by the National Fire Protection Association, and have found the condition of each to be in accordance with its assigned designation.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed Kenneth D. Mercer
Marine Chemist Cert. No.

The undersigned shipyard representative acknowledges receipt of this Certificate and understands the conditions and limitations under which it was issued.

MEMBERS
MARINE CHEMIST'S ASSOCIATION

MARINE CHEMISTS, INC. of TEXAS
P. O. Box 3602
(713) 832-6409 — 866-4822 — 866-2579
BEAUMONT, TEXAS 77704

CERTIFIED CHEMISTS N F P A
W. B. HATAWAY, NO. 537
J. T. ARRINGTON, No. 588
K. L. MERCER, No. 577

MARINE CHEMIST'S CERTIFICATE

<u>SBA Shipyard</u>		<u>Job # - 306</u>
SURVEY REQUESTED BY		
<u>UMC 946</u>	<u>Union Mechling</u>	<u>11-7-71</u>
VESSEL	OWNER OR AGENT	DATE
<u>Barge</u>	<u>JW Indicator</u>	<u>2:00 PM</u>
TYPE VESSEL	TEST METHOD	TIME OF COMPLETION
<u>SBA yard</u>	<u>Crenote</u>	<u>6-7-83</u>
LOCATION	LAST CARGO	CERTIFICATE NO.

Inspection and air tests show the following:

Shifting of vessel within shipyard permitted Yes ☒ No ☐

Bakes : (Fore & Aft) Clean AND gas free
Safe for men AND fire with a
blower

Cargo Tks : (1-3). Clean AND gas free. Safe
for men AND fire with blower

Wing Tks : 1: 4 (P&S). Clean AND gas free.
Safe for men AND fire with
a blower in work tk

Steam Coils : Blown.

Dock Fuel Tk : Secured.

Work must be commenced within 24 hours of date and time of issuance, unless otherwise noted.
In the event of any physical or atmospheric changes affecting the gas-free condition of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned.

Qualifications.

Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

Standard Safety Designations

SAFE FOR MEN. Means that in the compartment or space so designated: (a) The oxygen content of the atmosphere is at least 18.0 percent by volume; and that, (b) Toxic materials in the atmosphere are within permissible concentrations; and (c) In the judgment of the Marine Chemist, the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

SAFE FOR FIRE. Means that in the compartment so designated: (a) The concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (b) In the judgment of the Marine Chemist, the residues are not capable of producing a higher concentration than permitted by 1-5.2 (a) under existing atmospheric conditions in the presence of fire and while maintained as directed on the Marine Chemist's Certificate; and further, (c) All adjacent spaces have either been cleaned sufficiently to prevent the spread of fire, are satisfactorily inerted, or, in the case of fuel tanks, have been treated as deemed necessary by the Marine Chemist.

SAFE FOR SHIPBREAKING. Means that the compartment so designated: (a) Shall meet the requirements of 1-5.1; and, (b) In the judgment of the Marine Chemist, the residual combustible materials designated are not capable of producing fires beyond the extinguishing capabilities of the equipment on board; and (c) All adjacent spaces have been cleaned sufficiently to prevent the spread of fire, are satisfactorily inerted, or, in the case of fuel tanks, have been treated as deemed necessary by the Marine Chemist.

Chemist's Endorsement

This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with the Standard For the Control of Gas Hazards on Vessels to Be Repaired, adopted by the National Fire Protection Association, and have found the condition of each to be in accordance with its assigned designation.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed J. T. Arrington
Marine Chemist Cert. No.

The undersigned shipyard representative acknowledges receipt of this Certificate and understands the conditions and limitations under which it was issued.

MARINE CHEMIST'S CERTIFICATE

(3)

SBA Shipyard

Job # - 393

SURVEY REQUESTED BY

Umc 932

Union Mechling

6-13-79

VESSEL

OWNER OR AGENT

DATE

Barge

Iw Indicator

2:30 PM

TYPE VESSEL

TEST METHOD

TIME OF COMPLETION

SBA Dock

Coal TAR

8516

LOCATION

LAST CARGO

CERTIFICATE NO.

Inspection and air tests show the following:

Shifting of vessel within shipyard permitted Yes ☒ No ☐

Bow Rake - - - Filled with ballast water.

Cargo Tanks (#1, 2) - - - Gas free with product residue. NOT SAFE FOR FIRE

#3 - - - Gas free. Area cleaned in way of work. Safe for men. Safe for fire to repair pipeline fracture. Have air purge on pipeline during hot work AND firewatch on standby.

Wing Voids #2 - - - Gas free. Strong creosote odor. NOT SAFE FOR MEN. NOT SAFE FOR FIRE

(#1, 3, 4) - - - Clean AND gas free.

Heating coils - - - steamed. #3 - - Air blown.

Pipeline - - - steamed. #3 valve open. Air purged. Gas free.

Stern Rake - - - Clean AND gas free.

In the event of any physical or atmospheric changes affecting the gas-free condition of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned.

Qualifications

Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

Standard Safety Designations

SAFE FOR MEN. Means that in the compartment or space so designated: (a) The oxygen content of the atmosphere is at least 18.0 percent by volume; and that, (b) Toxic materials in the atmosphere are within permissible concentrations; and (c) in the judgment of the Marine Chemist, the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

SAFE FOR FIRE. Means that in the compartment so designated: (a) The concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (b) in the judgment of the Marine Chemist, the residues are not capable of producing a higher concentration than permitted by 1-5.2 (a) under existing atmospheric conditions in the presence of fire and while maintained as directed on the Marine Chemist's Certificate; and further, (c) All adjacent spaces have either been cleaned sufficiently to prevent the spread of fire, are satisfactorily inerted, or, in the case of fuel tanks, have been treated as deemed necessary by the Marine Chemist.

SAFE FOR SHIPBREAKING. Means that the compartment so designated: (a) Shall meet the requirements of 1-5.1; and, (b) in the judgment of the Marine Chemist, the residual combustible materials designated are not capable of producing fires beyond the extinguishing capabilities of the equipment on hand; and, (c) All adjacent compartments or spaces shall meet the requirements of 1-5.2 (c).

Deck Fuel Tk. - - Secure. NOT SAFE FOR FIRE

Chemist's Endorsement

This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with the Standard For the Control of Gas Hazards on Vessels to Be Repaired, adopted by the National Fire Protection Association, and have found the condition of each to be in accordance with its assigned designation.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed

Marine Chemist Cert. No.

The undersigned shipyard representative acknowledges receipt of this Certificate and understands the conditions and limitations under which it was issued.

6-13 2:30 PM
Shipyard Representative Title Date Time



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(4)

Tank Barge "UMC 950" and/or Owners and/or Charterers
Dravo Mechling,
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Robert Metcalf

INVOICE NO. 12-7

WORK ORDER NO. 559

DATE Dec. 9, 1980 19

P. O. NO. ☒

NET CASH

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning and repairs as directed by Mr. Metcalf,
and as per attached sheet.

Total labor and materials.	\$ 16,545.00
4% State & Parish Taxes.	661.80
Invoice amt.	\$ 17,206.80
One trip Audry F Browns Island to yard, 10/23/80. Barge returned 12/6/80 by Zigler Co.	375.00
Total Invoice plus towing. Due.	\$ 17,581.80

Checked By

Sect. - Treas.

Robert Metcalf

Done
1-12-81

16,545.00
375.00
16,920.00

Dec. 9, 1980

Tank Barge "UMC 950" and/or Owners and/or Charterers
Dravo Mechling,
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Robert Metcalf

Invoice for cleaning and repairs as directed by Mr. Metcalf

1. Gas free and clean 6 main cargo tanks, rake ends and interbottom tanks, flush out pipe line, and coils, main cargo tanks requiring removal of 2½ to 3' of heavy product, in corner abt. 8" product on floors. Butterworthed, shoveled and bucketed products from tanks, ReButterworthed after pick up.
820 man hrs. @ \$16.50 per hr. \$ 13,530.00
Chemical, diesel, supplies. 965.00
7 hrs. crane time @ \$35.00 per hr. 245.00
2. Furnish gas free Chemist Cert. 156.00
3. Air test 6 main cargo and wing tanks, found fractures, weld in bottom to side walls, leaking into inter bottom gouged all bad weld found and welded in tanks and inter bottoms, proved tank tight.
34 man hrs. @ \$18.00 per hr. 612.00
labor and materials.
4. Furnish and install "J" bolts in tanks top to hang Butterworth machines.
4 man hrs. @ \$18.00 per hr. labor and materials. 72.00
5. Furnish labor and materials to repack all cargo tank valves and reach rods,
5 man hrs. @ \$18.00 per hr. 90.00
Labor & Materials.
6. Repair damaged and fractured angles on cargo tank trunk, one ladder.
26 man hrs. @ \$18.00 per hr. 468.00
Angle, rods, oxygen, gas. 6.00
7. Rebolt hatches and man way cover after repairs and to test tanks,
9 man hrs. @ \$18.00 per hr. 162.00
Bolts, gaskets, 3 flame screens. 28.00
8. Furnish and install 2 new valve reach rods, bearing missing, two tanks.
5 man hrs. @ \$18.00 per hr. 90.00
2 bearing, bolts, & nuts. 22.00
9. Clean tanks and wing tank of rods, trash, after repairs, Have U.S.C.G. internal tank inspections.
6 man hrs. @ \$16.50 per hr. 99.00



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(5)

Tank Barge UMC 360 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburg, PA. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 1-10
WORK ORDER NO. 564
DATE Jan. 26, 1981
P. O. NO. ✓

NET CASH

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning and repairs as per your instructions and as per attached sheet.

Total labor and materials, Invoice Amt. \$ 27,147.00

Checked By

Paul Marshall
Sect. - Treas.

Please sign attached sales tax exemp. cert. and return at once.

Paul Marshall
3-9-81

S.B.A. SHIPYARDS, INC.

W.O. # 564

Jan. 26, 1981

Tank Barge UMC 360 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburg, PA. 15222

Att: Mr. Bob Metcalf

Invoice for cleaning and repairs as per your instruction.

1. Gas free and clean barge carrying heavy cargos of cresote, coal tar etc. Clean and wash rakes, pipe lines, steam system and deck tanks, safe for men, safe for fire.
562 man hrs. @ \$18.00 per hr. \$ 10,116.00
Chemical, diesel and materials used. 2,136.00
2. Furnish gas free Certificate. 185.00
3. (A) Dry dock 195' barge and allow time for inspections and repairs. 780.00
(B) 4 Lay days @ \$80.00 per day. 320.00
4. Burn and gouge 42 test holes as directed by Loyde Murphy, holes not cut out with plate renewals welded inside and out. 52 man hrs. @ \$18.00 per hr. labor and materials. 936.00
5. Crop and renew 8'-6" x 3'-6" x 3/8" plate side sheet and 5' x 5'-6" x 3/8" shaped knuckle port stern rake tank.
123 man hrs. @ \$18.00 per hr. \$ 2,214.00
Plate, rods, oxygen, gas. 462.00
6. Convert barge to deck barge.
 - (1) Crop and remove from vessel all main cargo, deck tanks, cover deck penetrations with 1/2" plate, 36 x 36 - 8 pcs., remove Butterworth hatches and plate over 30 pcs. - 22" x 22" x 3/8 plate. Remove existing 18" man ways from 8 trunks and install at side of barge for entry into tanks. Remove and install existing ladders under same.
 - (2) Remove existing cargo piping system and cover deck penetrations and weld tight, remove existing cargo pump and pollution boxes. Remove existing deck header boxes, load all cargo piping valves on owners truck.
 - (3) Remove existing steam heating system from vessel, patch deck pipe penetrations.
 - (4) Hose test deck after welding penetrations.
 - (5) Paint name on bow.

SERIAL NO. 8006435

J.O.# 559

12/1/80

Survey Requested by

Vessel Owner or Agent

Date

Vessel

Type of Vessel

Specific Location of Vessel

Last Three (3) Cargoes

Test Method

Time Survey Completed

Ball and Stern Tanks - SAFE FOR WORKERS - SAFE FOR HOT WORK

Deck and Double Bottom Sections - SAFE FOR WORKERS - SAFE FOR HOT WORK
#1-2-3 - (Common)

Lower Tanks - SAFE FOR WORKERS - SAFE FOR HOT WORK
#1-2-3

Header Tank - Bottom - SAFE FOR HOT WORK

Washed and Degreased -
Vapor Check

Permitted for Entry - REPAIR WORK

N

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306-1980, Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers has not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306-1980 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306-1980 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed

Name

Company

Date

Signed

Marine Chemist

Certificate No.

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

(6)



S. B. A. SHIPYARDS, INC.
P. O. Box 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

Tank Barge "DM 944" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburg, PA 15222

ATTENTION: Mr. Bob Metcalf

INVOICE NO. 7-11 ✓
WORK ORDER NO. W.O.#591
DATE July 29, 1981
P. O. NO. _____

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Repairs requested by Mr. Loyde Murphy and/or Bob Metcalf.

Sales, Labor and Materials.
4% State and Parish taxes.
Invoice Amount.

\$47,451.00
1,898.04
\$49,349.04

CHECKED BY

Paul Dravo
9/5/81 →
Paul Dravo

JULY 29, 1981

S.B.A. SHIPYARDS, INC.

W.O.#591

Tank Barge "DM 944" and/or Owners and/or Charterers

Dravo Mechling

One Oliver Plaza

Pittsburg, PA 15222

ATTENTION: Mr. Bob Metcalf

Repairs requested by Mr. Loyde Murphy and/or Bob Metcalf

1. Gas Free & clean double skin barge safe for men safe for fire.
Including blowing steam coils, cleaning products for 2 inter-
bottom tanks, shoveling and bucketting products from tanks,
rewashing.
572 man hrs. @ \$20.00 per hr. \$11,440.00
Chemical, Diesel supplies 1,362.00
2. Furnish Gas Free Chemist Certificate. 185.00
3. (A) Dry dock vessel and undock vessel 880.00
(B) Lay days on marine ways to complete, repairs, testing and
bottom painting.
7 days @ \$80.00 per lay days 560.00
4. Have U.S.C.G. bi-annual and drydocking credit.
(1) Ullages, vents, screens & P/V valves.
(2) Test holes required by U.S.C.G. inspection.
(3) Signs, and draft marks
15 man hrs. @ \$20.00 per hr. 300.00
Material and supplies. 65.00
5. Weld up fracture in 8" suction piping #2 tank- Fit. 1/2 section
pipe over split and welded. Furnish and install 3 new Stockhouse
Fig. #G612 gate valves and two 8" Dresser coupling in 8" suction
piping, main cargo tanks, modify reach rod connection to valve.
33 man hrs. labor @ \$20.00 per hr. 660.00
New valves, gaskets, bolts, nuts, dressers. 1,562.00
6. Blast sections of bottom seams and butts for U.S.C.G. inspection
of same - reweld aprox. 205 len feet as required.
24 man hrs. @ \$20.00 per man hr. 480.00
Sand, welding rods 32.00
7. Internal rewelding and frame and bkt. repairs, including deck
Knuckle fractures as marked by U.S.C.G. inspection. Remove and
replace 4 - 20" x 20" x 3/8" bkts. in after rake tanks.
92 man hrs. @ \$20.00 per man. hr. 1,840.00
Welding rods, gas, oxygen, plate and structural 36.00
8. Crop and renew aprox. 7' x 20' x 3/8" bottom plate #1 tank,
aprox. 7' from outboard, where set up. Crop and renew section
of two bottom longt. angles- repair cropping #1 bhd. into fwd.
rake, repair with insert bottom section of rake bhd.
126 man hrs. @ \$20.00 per hr. 2,520.00
Plate, structural, rods, gas, oxygen 940.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge D.M. 947 and/or Owners and/or Charterers
Dravo Mechling Corp.
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 10-4

WORK ORDER NO. 626

DATE Oct. 15, 1981 19

P. O. NO.

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Make Repairs to Tank Barge DM 947 as per your instructions and as per attached sheet.

Invoice Amount----- \$ 17,989.00

Randy J. Schell

Tax exempt cert. furnished.

S.B.A. SHIPYARDS, INC.

W.O. # 626

Oct. 15, 1981

Tank Barge D.M. 947 and/or Owners and/or Charterers
Dravo Mechling,
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Bob Metcalf

MAKE REPAIRS TO TANK BARGE DM 947 AS PER YOUR INSTRUCTIONS.

1. Gas free and clean three main cargo tanks, with aprox 8" to 1½' of
cresote and coal tar bottoms, cleaned necessary to make repairs, only
barge still has considerable products in corners and after end of tanks,
cleaned by butterworthing, high pressure washing and buckets and shovels.
Barge had fractured suction line in #1 tank making pumping extremely
difficult.
709 man hrs. @ \$18.00 per hr. \$ 12,762.00
Chemical, diesel, and supplies. 872.00
Boots, slicker suits, battery etc.
2. Furnish gas free Chemist Certificate. 185.00
3. Hydro test with 180 pounds of water pressure 8" cargo
suction line, found well fractured under suction drop
ahead of 8" valve, refitted and rewelded 8" suction to 8" header,
also found valve in #2 tank leaking, removed and cleaned,
could not stop from leaking, changed with new 8" valve.
58 man hrs. @ \$20.00 per man hr. 1,160.00
1 - 8" valve, oxygen, rods, disposable clothing. 865.00
4. Remove, suction bells, from valve in main tanks, cut 2" from bell,
clean hard products from inside bells, replace with new gaskets,
bolts and nuts.
30 man hrs. @ \$20.00 per man hr. 600.00
Bolts, nuts, gaskets, disposable clothing. 105.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge D.M. 932 and/or Owners and/or Charterers
 Dravo Mechling Corp.
 One Oliver Plaza
 Pittsburgh, PA. 15222
 Att: Mr. Bob Metcalf

INVOICE NO. 11-6

WORK ORDER NO. 627

DATE Nov. 6, 1981 19

P. O. NO.

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs requested by Mr. Metcalf as follows and
 as per attached sheet.

Total labor and materials.	\$8,604.00
4% State & Parish Taxes.	344.16
Invoice Amt.....	\$8,948.16

Checked By

Paul Marshall

Paul - 12-7-81

SHIPYARDS, INC.

W.O. # 627

Nov. 6, 1981

Tank Barge D.M. 932 and/or Owners and/or Charterers
Dravo Mechling Corp.
One Oliver Plaza
Pittsburgh, PA. 15222

Attention: Mr. Bob Metcalf

Repairs requested by Mr. Metcalf as follows:

1. Gas free and clean 3 main cargo tanks with leaking suction piping in #3 main tank, pump water from wing tanks, clean safe for men, safe for fire.
340 man hrs. @ \$20.00 per man hr. \$ 6,800.00
Diesel, chemical, supplies. 325.00
2. Furnish gas free Chemist Certificate. 185.00
3. Suction from main suction header in #3 tank to sump, weld fractured and open, refit and rewelded.
18 man hrs. @ \$20.00 per man hr. 360.00
Oxygen, gas, rods. 32.00
4. Hydro tested to 150 psi steam and water all wing tanks and bottom coils and returns, found 6-3/4" steam hoses ruptured, numerous leaks on hose to pipe fittings, replaced 12' of hose, with new steam hose, replaced hatches to main tanks, with gaskets, replaced 12 bolts and nuts.
38 man hrs. @ \$20.00 per hr. labor. 760.00
Bolts, nuts, gaskets, steam hose, disposable work suits. 142.00
Total labor and materials. \$ 8,604.00
4% State & Parish Taxes. 344.16
Invoice Amount.....\$ 8,948.16

(9)



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

✓

Tank Barge D.M. 605 and/or Owners and/or Charterers
Dravo Mechling Corporation
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Bob Metcalf

INVOICE NO. 12-2

WORK ORDER NO. 632

DATE Dec. 2, 1981 19

P. O. NO.

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice as per attached sheet.

Total labor and materials	\$3,300.00
Chemical, Diesel fuel, supplies.	632.00
Total labor and materials.	\$3,932.00
4% State & Parish Taxes.	157.28
Invoice Amt.....	\$4,089.28

Paid 3-18-82

Checked By

Ravis Smachail

S.B.A. SHIPYARDS, INC.

W.O. # 632

Dec. 2, 1981

Tank Barge D.M. 605 and/or Owners and/or Charterers
Dravo Mechling Corporation
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Robert Metcalf

Invoice for Furnishing, labor, chemical, diesel fuel and supplies
to complete cleaning barge safe for men, safe for fire,
Chemist inspected barge required cleaning heavy residue from
walls or bulk heads and floor before issuing certificate for hot work
165 man hrs. @ \$20.00 per hr. \$ 3,300.00
Chemical, diesel fuel, supplies. 632.00
Total labor and materials. \$ 3,932.00
4% State & Parish Taxes. 157.28
Invoice Amt. \$ 4,089.28



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(10)

Tank Barge D.M. 2601 and/or Owners and/or Charterers
Dravo Mechling Corp.
One Oliver Plaza
Pittsburgh, Pa. 15222
Att: Mr. Metcalf

INVOICE NO. 12-1

WORK ORDER NO. 633

DATE Jan. 4, 1982 19

P. O. NO.

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs to D.M. 2601 as per attached sheet.

Total labor and materials.	\$ 51,998.00
4% State & Parish Taxes.	2,079.92
Invoice Amt.	\$ 54,077.92

Checked By

Russ Marshall

Dravo
8-1-82

S.B.A. SHIPYARDS, INC.

W.O. # 633

Jan. 4, 1982

Tank Barge D.M. 2601 and/or Owners and/or Charterers
Dravo Mechling Corp.
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Metcalf

Invoice for repairs to D.M. 2601 as follows:

1. Gas free, hot water Butter Worthand pick up 15 drums of rust and scale requested by Chemist, in order to get Certificate, safe for men, safe for fire, including pipe lines,
126 man hrs. @ \$20.00 per hr. \$ 2,520.00
Chemical, fuel, dragline time, supplies. 282.00
2. Furnish gas free Certificate., 2 inspections. 230.00
3. (A) Dry dock 200 x 35 x 15' double skin barge.
Shift barge on stocks to blast and paint block spots. 800.00
(B) 8 lay days on marine ways to complete repairs, blasting and painting. 8 @ \$80.00 per day. 640.00
4. Burn 37 test holes as per U.S.C.G., record guagings, holes not cut out with plate renewals, welded inside and out.
26 man hrs. @ \$20.00 per hr. includes labor and materials. 520.00
5. Steel work internal & external including rub pads on rake ends and sides, pads removed and replaced after new knuckle installed.
Materials used:
2 pcs. of 6' x 18" x 5/8 rub pads, 1 - port, 1 - stb.
10 pcs. of 9' x 12" x 7/16" plate rub pads, installed vertically on stern and bow transoms.
1 pc. of 5'-8" x 2' x 3/8" bottom plate #3 stb. wing.
1 - pc. of 6' x 6 x 4 x 3/8" angles #3 stb. wing.
1 - pc. 12" x 12" x 3/8" bkt. #3 stb. wing.
1 - pc. 12" x 12" x 3/8" bkt. #4 Stb. wing.
2 - pcs. 18" x 18" x 3/8" bkts. stern rake.
2 - pcs. 10" x 10" x 3/8" bkts. bow rake.
1 - pc of 6" x 3 1/2 x 3/8" x 5' angle bow rake.
2 - pv of 10" x 10" x 3/8" plate, wash holes, rake ends,
1 pc. of 18" x 18" x 3/8" insert bow rake #1 tank
1 - pc shaped plate 18" x 30" x 1/4" port bottom corner bow rake.
1 - pc shaped plate 30" x 24" x 1/4" port bottom corner stern rake.
2 - pcs of 3/8" shaped plate knuckle port & stb. bottom
198 x 32" = 396' Total weight plate & structural 21.154 lbs. @ 1.67 per lb.
Labor and materials inculding rods, gas and oxygen. \$ 35,270.00
6. U.S. COAST GUARD bi annual and dry docking.
 1. Signs, draft marks.
 2. P.V. valves, cargo valves
 3. Electrical, switch repairs,
Labor, materials 29 man hrs. @ \$20.00 per hr. 580.00
7. Test cargo header, test main tanks, to include wings and rake



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge "D.M. 953" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Metcalf

INVOICE NO. 2 -7

WORK ORDER NO. 646

DATE Feb. 16, 1982 19 82

P. O. NO. 022M01 & 022M02

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs, dry docking, U.S.C.G. inspections and as per attached sheets.

Invoice Amt. \$ 21,658.00

Checkec By

R. C. Metcalf

2-16-82
[Signature]

Feb. 16, 1982

Tank Barge "D.M. 953" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222

Purchase Orders # 022M01 & 022M02

Att: Mr. Bob Metcalf

~~XXXXXXXXXXXXXXXXXXXX~~

Invoice for repairs, dry docking, U.S.C.G inspections.

1. Gas free and clean main tanks and interbottoms to include wing tanks, rake ends, pipe lines and steam coils, of coal tar, creosote and other products necessary to air chip, pick up and bucket aprox. 45 yards of products from tanks, chemical and rewash after pick up completed.
550 man hrs. @ \$18.00 per man hr. \$ 9,900.00
Chemical, diesel, supplies, 962.00
3 hrs. dragline time handling boxes of coal tar. 105.00
2. Furnish gas free Chemist Certificate. 185.00
3. (A) Dry dock 195' x 35' vessel and undock after repairs, painting and U.S.C.G. inspections. 683.00
(B) 4 lay days on marine ways @ \$80.00 per day. 320.00
4. 6 test holes as required by U.S.C.G inspector., rewelded inside and out.
3 man hrs. @ \$20.00 per man hr. labor and materials. 60.00
5. Have U.S.C.G. bi annual and dry docking, remove P/V valves to shop, disassemble, clean, replace back on vessel, renew one P/V valve nipple, tested cargo header to 150 P.S.I. checked hatch gaskets, etc.
6 man hrs. @ \$20.00 per hr. labor and materials. 120.00
6. Test main tanks interbottoms and wings, rake tanks, and bulk heads, air to 1 1/2 # pressure, soap and water spray.
80 man hrs. @ \$18.00 per man hr. 1,440.00
7. (1) Gauge and reweld both sides, interbottom to wing wall, fractures found when testing, these fractures were not at transverse BHDs. which have been changed from original construction by alterations,
(2) Misc. pick up welding in wing tanks structural to side sheets and wing walls.
(3) Repair ladder in #1 tank.
(4) Refit and reweld 2 support post in #1 cargo tank.

(12)



S. B. A. SHIPYARDS, INC.
P. O. Box 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519



Tank Barge D.M. 909 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 4-8
WORK ORDER NO. 655
DATE April 30, 1982 19
032M05
P. O. NO. 032M06
042M01

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice as per attached sheets.

Total invoice, labor and materials.	\$ 50,344.00
4% State & Parish Taxes.	2,013.76
Invoice Amt.	\$ 52,357.76

Checked By Paul Brachall

April 30, 1982

S..B. A. SHIPYARDS, INC.

W.O # 655

Tank Barge D.M. 909 and/or Owners and/or Charterers
Dravo Mechling,
One Oliver Plaza
Pittsburgh, PA. 15222

Attention: Mr. Bob Metcalf

P.O. 032M05 - Cleaning
032M06 - Repairs
042M01 - Coiling

1. P.O. 032M05 - Cleaning
Gas free and clean double skin 195 x 35 x 15' tank barge,
coal tar and other products, black oil, pick up and
shovel heavy residue from 6 tanks, wash two of 4 interbottom
tanks, to include pipe lines and pollution boxes, barge to
be safe for men, safe for fire.
432 man hrs. @ \$18.00 per man hr. \$ 7,776.00
Natural gas for boilers, chemical and diesel,
rain suits etc. 1,205.00
2. Furnish gas free Chemist Certificate. 190.00
3. P.O. #032M06- Repairs
(A) Dry dock 195' vessel for U.S.C.G. inspection and
undock after repairs completed.
195' @ \$3.50 per 1en ft. 682.00
(B) 3 Kay days on marine railway, completing repairs
and inspections @ \$80.00 per lay day. 240.00
4. Steel work
#2 port, 2 corner bkts. 12" x 12" x 3/8,
Bow rake
1 - pc 6' x 7" side cord channel
1 - pc 24" x 4" x 3" x 3/8" angle.
1 - pc 12" x 12" x 3/8" bkt. cut limbers in
floor angles for drainage, 10 broken welds.
Inter bottoms
Gouge and reweld transverse bulk heads at wing intersections
gouge and rewelded sump fracture # 2 & 3 inter bottoms.
70 man hrs. @ \$20.00 per man hr. 1,400.00
162# plate and structural, welding rods, gas, oxygen. 126.00
5. U.S.C.G. Bi annual and dry docking
1. Test deck headers, replace guage on hydrolic starter.
2. Remove, clean and replace p/v valves.
3. Remove and clean screens.
4. Name boards and signs.
13 man hrs. @ \$20.00 per hr. labor and materials. 260.00
6. Test tanks by airing wings and interbottoms,
retest after repairs, and leaks and tank penetrations

(13)

you can



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519



Tank Barge D.M. 946 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA 15222

INVOICE NO. 5-7

WORK ORDER NO. 663

DATE May 27, 1982 19

Att: Mr. Bob Metcalf

P. O. NO. 052M05

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice as per attached sheets.

Invoice Amt.

\$ 10,451.00

Checked By

R. Dravo
6-28-82

J.A. SHIPYARDS, INC.

W.O. # 663

P.O. # 052M05

May 27, 1982

Tank Barge D.M. 946 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, Pa 15222

Attention: Mr. Bob Metcalf

1. Gas free and clean 195' x 35' x 15',
3 main cargo tanks, double skin tank barge, safe for men and safe
for fire. Clean #3 main tank good for repairs to internal cargo
piping, clean and shovel mast of product from areas of repairs and
welding.
310 man hrs. @ \$18.00 per man hr. \$ 5,580.00
Chemical, diesel, clothing. 508.00
2. Gas Free Chemist Certificate. 195.00
3. Cut loose and make repairs to suction drop off. Suction
piping #3 tank, remove and repair split suction bell,
replace damaged 8" valve, repair reach rod that was loose
to valve, install plate doubler on floor. Install 8" - 3/4"
pipe yoke and strap suction drop to floor, test suction
piping.
29 man hrs. @ \$20.00 per man hr. 580.00
Plate, structural, valve, oxygen, gas, rods. 365.00
5. U.S.C.G. bi annual inspection,.
 1. Repair warning sign stand and replace signs.
 2. Remove, dismantle, clean P/V valves,
reassemble after U.S.C.G. looked at valve,
reinstall on barge, rebolt draft hatches.
 3. Furnish labor and material and patch up. Pipe insulation
on deck steam piping where missing and torn and
ragged.
 4. Signs, draft marks, remote shut down.
36 man hrs. @ \$20.00 per man hr. 720.00
Materials and supplies, bolts, nuts, gaskets., 38.00
6. Steel work and welding, U.S.C.G. required at inspection.
 1. Bow rake tank OK.
 2. Stern rake 17 broken welds, and 2 - 36" x 16" x 3/8" bkt
corner replaced.
 3. Leaking transv. bhd. #1 P/S tanks gouged and rewelded
in tank and in wings, aprox. 38' of reweld.
 4. #2 stb. wing. , refit and reweld one side sheet angle
4 broken welds.
 5. #2 Port Wing 1 pc of 9' x 7" channel
refit 2 side sheet truss cords.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(14)

Tank Barge "D.M. 910" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Bob Metcalf

INVOICE NO. 7-3

WORK ORDER NO. 665

DATE July 20, 1982

P. O. NO. 052M-15. 052M-14

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs to your tank barge as per attached sheets.

Invoice Amt.

\$ 30,873.00

By

Bob Metcalf

Paid 8/16/82

Tank Barge "D.M. 910" and/or Owners and/or Charterers
Dravo Mechling,
One Oliver Plaza
Pittsburgh, PA. 15222

Attention: Bob Metcalf

D.M. Purchase Order # 052M-15 Cleaning

1. Gas Free and clean 195 x 35 x 15' double skin tank barge, with heavy 2' x 3' deposits of products left in tanks shovel and pick up after washing bucket products out of tanks and sumps, clean barge safe, for men, safe for fire, including wings, voids and pipe lines, took pictures of products in tanks, after work started.
740 man hrs. @ \$18.00 per man hr. \$ 13,320.00
Natural gas for boilers, chemical and diesel oil. 5,844.00

2. Furnish gas free Chemist Certificate. 190.00

D.M. P.O. 052M-14 Dry Dock And Repairs

3. Dry dock vessel for U.S.C.G. bi annual and dry docking credit, undock after repairs.
4 lay days on marine ways.
Undock when repairs completed. 800.00
4. 10 test holes required by U.S.C.G., burned, gouged, recorded gouging, welded holes inside and out of tanks.
10 man hrs. @ \$20.00 per man hr. labor and materials. 200.00
5. Steel work required after U.S.C.G. tank search and inspection.
 1. Gouge and reweld Bhds. and 2 & 3 tanks.
 2. Crop and renew 3 wing tank collar for screened vents.
 3. Gouge and weld 2' stop water in #4 tank at rake bhd. water leaking from rake to inter bottom tank, 24" plate lap.
 4. Reweld #1 port bhd. at bow rake.
 5. Repair fractured welds in #1 & 2 port wing tanks.
 6. Replace chain on wing tank hatch.
 7. Reweld hand rail on top deck where broken, 28 man hrs. @ \$20.00 per man hr. labor. 560.00
2 - 2½" steel collars, 1 - pc. 12 x 12 x 3/8 bkt. rods. gas, oxygen. 45.00
6. Test all main tanks, test wings and rake tanks, considerable time spent locating leak found under 24" lapped plate, cert. stop water to stop water leak. Rake to inter bottoms, air to 1½ # soap and water spray.
53 man hrs. @ \$20.00 per man hr. 1,060.00
Labor and materials.
7. U.S.C.G. Bi-annual and dry docking inspection.
 1. Remove P/V valves to shop, open. for U.S.C.G. inspector, lap seats with compound, reassemble and reinstall.
 2. Signs, draft marks, remote shut down.
 3. Repack packing glands to cargo piping deck valves.
 4. Test deck piping to 180" per U.S.C.G.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(15)

Tank Barge DM 944 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222

INVOICE NO. 8-7

WORK ORDER NO. 669

DATE Aug. 11, 1982 19

Att: Mr. Bob Metcalf

P. O. NO. 072M06

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as requested by Mr. Metcalf as follows and as
per attached sheet.

Invoice Amt.

\$ 8,021.00

By

Paul J. Mahell

Paul - 9/3/82

P.O. = 072406

Tank Barge D.M. 944 and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Bob Metcalf

Invoice for repairs as requested by Mr. Metcalf as follows:

1. Gas free and clean three main cargo tanks and one inter bottom,
safe for men, safe for fire, last cargo coal tar, creosote,
152 man hrs. @ \$18.00 per hr. \$ 2,736.00
Natural gas for boilers, chemical, diesel and supplies. 1,362.00
2. Furnish gas free Chemist Certificate. 195.00
3. Steam coils in # 1 & 2 tanks, split and leaking, cut out
sections welded in new section of 1½" pipe coil,
remove and unplug hose connections, cut supply to three main
tanks, coils, in wings, capped lines, extended supplies
up through wings to deck and tied into top side deck header.
Valves installed on deck top side at header to coil supply in
tanks.
68 man hrs. @ \$20.00 per man hr. 1,360.00
Pipe, weld pipe fittings, plate, oxygen, gas and rods. 582.00
4. Repair deck header insulation and insulate new deck pipe to
header connections, spray grey top coat paint after
adhesive dry, clean and recoat deck penetrations.
24 man hrs. @ \$20.00 per man hr. 480.00
Adhesive, ash, cloth, alum. jacket, asbestos insulation. 186.00
5. Air test deck penetrations and steam coils, after repair completed,
tested wing bhd. to main tanks, and transv. bhd.
34 man hrs. @ \$20.00 per hr. 680.00
6. Gouge and reweld interbottom bulk head, found leaking while
testing.
22 man hrs. @ \$20.00 per hr. 440.00
Total labor and materials. \$ 8,021.00

SBA SHIPYARD	DRAVO MECHKING	8/4/82
Survey Requested by DM 944	Vessel Owner or Agent TANK BARGE	Date SBA MERMETAU YARD
Vessel CREOSOTE TYPE BLACK OIL	Type of Vessel JW COMB.	Specific Location of Vessel 11:30 AM
Last Three (3) Cargoes	Test Method	Time Survey Completed

CARGO TANKS NO.1 & 2-----clean, some odor, 0% LEL, 21% OXYGEN, PUT IN
STRONG VENTILATION(1500 cfm), then SAFE FOR
WORKERS, SAFE FOR HOT WORK to repair coils.

CARGO TANK NO.3-----0% LEL, some ~~xxxxxx~~ residue.

ALL WING DOUBLE B OTTOM TANKS(1-4P&S)-SAFE FOR WORKERS, SAFE FOR HOT WORK, AIR BLOWER
REQUIRED IN WORK TANK.

FORWARD AND ATER RAKES-----SAFE FOR WORKERS, SAFE FOR H OT WORK.

STEAM COILS IN DOUBLE BOTTOMS & CARGO TANKS-air blown, SAFE FOR HOT WORK.

CARGO LINES-----open.

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 308-1980, Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers has not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 308-1980 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 308-1980 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed David Marshall Date _____ Signed D. B. Hester 537
Name Company Marine Chemist Certificate No.

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

VESSEL POSTING

10M 7-81 MBF

SPEEDILY: PAT'D MCF PAT'D MBF 28

Printed in U.S.A.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(16)

Tank Barge "DM-945" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Bob Metcalf

INVOICE NO. 8-6

WORK ORDER NO. 667

DATE Aug. 11, 1982 19

P. O. NO. 072M-07

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice as per attached sheets:

Invoice for repairs as follows: Amt. \$18,135.00

By

Bob Metcalf

Phil - 9/3/82

S.B.A. SHIPYARDS, INC.

W.O. # 667

Aug. 11, 1982

P.O. # 072M-07

Tank Barge "DM-945" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA 15222

Attention: Mr. Bob Metcalf

1. Gas Free and clean coal tar and cresote products from #1 & 2 main tanks, Butterworth #3 tank and clean suction sumps necessary to clean #2 to repair leaking suction piping, necessary to clean #3 in order to repair leaking welds, inter bottom to wing walls and bhds weld where fractured and seap leaking, drilled holes in deck with air drill to hang Butterworth machines.
567 man hrs @ \$ 18.00 per man hr. \$ 10,206.00

Natural gas for boilers, diesel and chemicals,
protective clothing. 3,984.00
2. Gas Free Chemist Certificate. 195.00
3. Repairs to 8" suction piping in #2 tank where split, cut out 30" of 10" suction and 30" of 8" suction drop piping, install new sch. 40 pipe, installed angle from support. and welded to plate doubler on inter bottom floor, with new 3/4" R.B. clamp, new bolts, nuts, gaskets.
38 man hrs. @ \$20.00 per man hr. 760.00
Pipe, angle, round bar, bolts, nuts, gaskets, oxygen, rods. 165.00
4. Test cargo piping after repairs, test wings, and bulk heads after gouging and welding, weld fractures, test cargo piping to 120# air, test tank to 1 1/2# air, soap and water spray, replace 20" of 2" steam coil piping found leaking.
46 man hrs. @ \$20.00 per man hr. 920.00
Oxygen, welding wire, gas, pipe, soap powder. 46.00
5. Remove P/V valves place in shop dismantled, clean and grind seats with compound, replace after U.S.C.G. inspected, formed and installed Jay Bolts where holes drilled to hang Butterworth machines, welded under deck and top side as per U.S.C.G. inspector.
48 man hrs. @ \$20.00 per hr. 960.00
3/4" round bar oxygen, rods, gas. 32.00
6. Necessary to remove 3 main cargo tank suction bells from flanges in order to cut for 2 1/2" clearance in tank sumps replace with new bolts, nuts, gaskets,



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(17)

Tank Barge "D.M. 947" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, Pa. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 10-6
WORK ORDER NO. 670
DATE Oct. 22, 1982
P. O. NO. 082-M-31, 082-M-32,
102-M14,

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice as per Dravo Mechling Purchase orders and as per attached sheets.

Invoice Amt. \$ 55,118.00

By Russ Marshall
President

Rec'd - 12/3/82

S.B.A. SHIPYARDS, INC.

W.O. # 670

Oct. 22, 1982

Tank Barge "D.M. 947" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, Pa. 15222

Att: Mr. Bob Metcalf

Repairs as per Dravo Mechling Purchase orders as follows:

1. P.O. # 082-M-31, Cleaning vessel and certificate,
Gas free and clean vessel of coal tar products, safe for men,
safe for fire, by Butterworthing, use of chemical, diesel, shovels
buckets etc. to clean tanks, in order to test and install coiling,
962 man hrs. @ \$18.00 per man hr labor. \$ 17,316.00
Chemical, diesel oil, protective clothing,
nat. gas, for firing boilers, crane service. 2,532.00
2. Furnish gas free Chemist Certificate. 195.00
3. Purchase Order # 082-M32
(A) Dry dock vessel for bottom inspections and
repairs, undock vessel. 600.00
(B) 3 Lay days to complete on marine ways. 240.00
4. U.S.C.G. Bi-annual and dry docking.
(A) Hatches, gaskets, ullages, remove, reseal
valves for U.S.C.G. inspector, remote shut
down to power unit.
(B) Test cargo header and hoses for U.S.C.G.,
replace wing man way gaskets.
26 man hrs. @ \$22.00 per hr. labor and mat. 572.00
5. Internal repairs and welding as per U.S.C.G.
86 markings, install angle in main tank where plate
fractured at internal bottom and wing bulkheads, ✓
3 port and 3 stb. gouge and welded fractures. ✓
Stern rake
2 bkts. 16' x 3' x 3/8 corner bkts.
5 bkts. 12" x 12" x 3/8" on frames
welding, fractures on vert. frames and shell.
#1 tank, secure and reweld ladders
repair 10 weld fractures.
Bow rake Gouge and weld split stb. corner
knuckle, 6 broken fractured welds
1 Stb. tank 6 broken welds, gouge, and weld
fracture on bhd., install 4' x 4' x 3" x 5/16" angles. ✓
in cargo tank.
#2 stb. tank 5 fractured welds, rewelded gouge ✓
and weld bhd. install 4' of 4 x 3 x 5/16" angles in tac.
#3 Stb. tank 4 fractured welds , gouge and install 4' of }

SERIAL NO. B 77723

Survey Requested by SBA S.V. Vessel Owner or Agent Draw Machinery Date 10-4-82
 Vessel Dim 947 Type of Vessel TANK BARGE Specific Location of Vessel SBA/TENNINGS
 Last Three (3) Cargoes Alcohol (3) Test Method In Comb Time Survey Completed 9:00 AM

Bow And Stern Rakes
Wing Void D.B.'s SAFE FOR WORKERS
#1-2-3-4 P/S SAFE FOR HOTWORK
CARGO TANKS
#1-2-3
STEAM COILS - Blown - SAFE FOR HOTWORK
PORTABLE AIR VENTILATION Regd. in CARGO TANK

J.O.# 670

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306-1980, Subsections 1-6.1 through 1-6.4, and Subsection 6-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers has not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306-1980 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306-1980 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed James M. M. M. Date 10-4-82 Signed James M. M. M. Certificate No. 77723

NOTE THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

CUSTOMER COPY

Printed in U.S.A.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

(18)



Tank Barge "D.M. 951" and/or Owners and/or Charterers
Dravo Mechling Inc.
One Oliver Plaza
Pittsburgh, Pa. 15222

INVOICE NO. 10-5
WORK ORDER NO. 672
DATE Oct. 21, 1982 19
P. O. NO.

Att: Mr. Bob Metcalf

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs required for bi-annual U.S.C.G. inspection,
as per attached sheet.

Invoice Amt. \$ 6,131.00

*Paid - 11/22/82
LLV*

By

Rais Marshall

S.B.A. SHIPYARDS, INC.

W.O. # 672

Oct. 21, 1982

Tank Barge "D.M.951" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, Pa. 15222

Attention: Mr. Bob Metcalf

Invoice for repairs required for bi-annual U.S.C.G. inspection.

1. Necessary cleaning of 3 main cargo tanks, wings and voids,
pipeline and steam coils, in order to do hot work in all three
cargo tanks and wings, safe for men, safe for fire, to accomplish
repairs.
136 man hrs. @ \$18.00 per man hr. \$ 2,448.00
Chemical, diesel, nat.gas, for boilers. 465.00
2. Furnish gas free Chemist Certificate. 195.00
3.
 1. Remove steam line relief valve, test for
U.S.C.G inspector, replace back on barge.
 2. Relag deck header where insulation distorted,
reinsulate and lag to 1½" pipe sections, replaced
from header to deck where holed.
 3. Test cargo piping and deck header, replace
discharge pressure guage, tested # 1 & 2 cargo tanks
where insert repaired.
 4. Reweld fractured trunk side angles.
 5. U.S.C.G. Bi-annual inspection.
Total 86 man hrs. @ \$22.00 per hr. \$ 1,892.00
Insulation, lagging material, guage,
adhesive. 58.00
4.
 1. Gouge and reweld deck insert at transv. Bhd.
at deck between #1 & 2 tanks, welded inside
and out.
 2. Refit and rewelded ladders in #3 and #1 main cargo tanks,
under deck hatches.



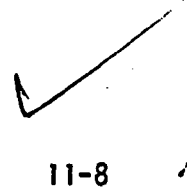
S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(19)



Tank Barge "D.M. 2609" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 11-8

WORK ORDER NO. 674

DATE Nov. 30, 1982 19

P. O. NO.

RED LETTER CLAUSE

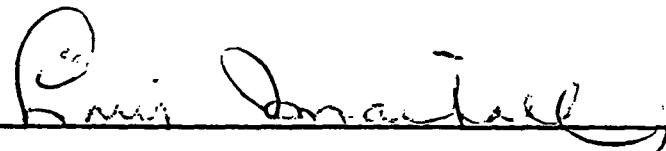
We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as per attached sheets.

Invoice Amt. \$ 32,510.00

By 

Nov. 30, 1982

Tank Barge "D.M. 2609" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Bob Metcalf

Repairs as per Dravo Mechling Purchase Order as follows:
Work performed and materials and supplies furnished.

1. P.O. # 102-M16 cleaning required for repairs and inspections.
Gas free and clean Cresote and coal tar barge with heavy deposits of materials left in tank, ButterWorth tank, with steam and hot water, pick up with shovels and buckets, to deck box, then hand wash tanks, cut holes in rake tank bottom plate on dock, necessary to high pressure wash and pick up rust and scale, to make repairs to internals, rake ends need to be coated with internal coating.

Cleaning of wings and voids, barge cert., safe for men, safe for fire.
725 man hrs. labor @ \$18.00 per man hr. \$ 13,050.00
Protective clothing, chemical, diesel, nat. gas for boilers. 1,865.00
2 hrs. crane service removing products from boxes @ \$35.00 per hr. 70.00
2. Gas Free Chemist Certificate. 195.00
3. P.O. # 102-M17, Drydocking, undocking, repairs.
(A) Dry dock 200' vessel and undock after repair inspection and testing completed. 800.00
(B) 5 Lay days on marine rail way @ \$80.00 . 400.00
4. Test holes as marked by U.S.C.G. inspector, burned, gouged, holes burned, welding inside and out, if not removed with repairs, gouge sheet attached.
23 test holes.
16 man hrs. @ \$22.00 per hr. labor and materials. 352.00
5. U.S.C.G. Bi annual and dry docking inspection.
 1. Remove P.V. valves, to shop, clean , reseal, reassemble after U.S.C.G inspection, install back on vessel, replace 2 flame screens, on vents, install Jay bolts in tanks where holes drilled for hanging and cleaning machines.
 2. Signs, draft marks, hatch gaskets, and chain, new 5,000# guage on hydro starter, balls, nuts, gaskets.
 3. Open Sea or flooding valves, in stern rake, clean fill up, reassemble after U.S.C.G. inspection.
 4. Test deck pipe line, headers, weld clamps on fuel lines.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(19)

Tank Barge "D.M. 2609" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 11-8

WORK ORDER NO. 674

DATE Nov. 30, 1982 19

P. O. NO.

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as per attached sheets.

Invoice Amt.

\$ 32,510.00

By

Bob Metcalf

J.B.A. SHIPYARDS, INC.

W.O. # 674

Nov. 30, 1982

Tank Barge "D.M. 2609" and/or Owners and/or Charterers
Dravo Mechling
One Oliver Plaza
Pittsburgh, PA. 15222

Att: Mr. Bob Metcalf

Repairs as per Dravo Mechling Purchase Order as follows:
Work performed and materials and supplies furnished.

1. P.O. # 102-M16 cleaning required for repairs and inspections.
Gas free and clean Cresote and coal tar barge with heavy deposits
of materials left in tank, ButterWorth tank, with steam and
hot water, pick up with shovels and buckets, to deck box,
then hand wash tanks, cut holes in rake tank bottom plate on
dock, necessary to high pressure wash and pick up rust and scale,
to make repairs to internals, rake ends need to be coated with
internal coating.

Cleaning of wings and voids, barge cert., safe for men, safe for fire.
725 man hrs. labor @ \$18.00 per man hr. \$ 13,050.00
Protective clothing, chemical, diesel, nat. gas for
boilers. 1,865.00
2 hrs. crane service removing products from boxes @ \$35.00
per hr. 70.00
2. Gas Free Chemist Certificate. 195.00
3. P.O. # 102-M17, Drydocking, undocking, repairs.
(A) Dry dock 200' vessel and undock after repair
inspection and testing completed. 800.00
(B) 5 Lay days on marine rail way @ \$80.00 . 400.00

- holes as marked by U.S.C.G. inspector, burned,
inside and out, if not

SERIAL NO. B 77976

SDA Shipyard
Survey Requested by
DM 2609
Vessel
Cresate-Asphalt 213 Unavailable
Last Three (3) Cargoes

Mechling
Vessel Owner or Agent
Tank Barge
Type of Vessel
JW Comb
Test Method

11-11-82
Date
SBA Dock Mermontau
Specific Location of Vessel
11:45A
Time Survey Completed

Cargo Tanks (1, 2, 3) (P+S) --- 0% LEL 21%
Oxygen Safe for
workers with ventilat.
Safe for hot work

Wing Voids (1, 2, 3, 4, 5) (P+S), Stern Rake --- 0% LEL
21% Oxygen Safe for
workers with ventilation
Safe for hot work

Heating Coils --- air blown Safe for hot
work

Row Rake --- filled with water

Cargo Lines --- Secure NOT SAFE FOR
HOT WORK

WORK Order - 1674

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 308-1980, Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers has not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 308-1980 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 308-1980 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed

Name

Company

Date

Signature

Certificate No.

NOTE THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(20)

Tank Barge "D M 932" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, Pa. 15222

Att: Mr. Bob Metcalf

INVOICE NO. 12-3

WORK ORDER NO. 727

DATE Dec. 22, 1982 19

P. O. NO. 

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.


"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as per Dravo Purchase Orders As follows:
As per attached sheets.

Invoice Amt. Due.

\$ 17,312.00

By





S.B.A. SHIPYARDS, INC.

W.O # 727

12/22/82

Tank Barge "DM932" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, Pa. 15222

Att: Mr. Bob Metcalf

Repairs as per Dravo Purchase Orders as follows:

1. Gas Free and clean barge necessary to make internal repairs in main cargo on wings, some hard deposits left in tanks, loose materials, picked up and bucketed out, barge cleaned safe for men, safe for fire, including steam coils and cargo piping, picked up abt. 8 BBls. of heavy product.
300 man hrs. @ \$18.00 per man hr. labor . \$ 5,400.00
Chemical; diesel, nat. gas for boiler, misc.
batteries, rags,. 862.00
1 hr. dragline @ \$35.00. 35.00
2. Furnish gas free Chemist Cert. for hot work. 195.00
3. (A) Dry dock 195 x 35 x 15 vessel and undock after inspections by U.S.C.G., repairs, and testing. 600.00
(B) 4 Lay days on rail way # \$80.00 per day. 320.00
(C) Burn and gouge bottom and knuckle as marked by U.S.C.G. record guaging, 16 holes burned and rewelded inside and out. 240.00
4. U.S.C.G. Bi-Annual and dry dock credit.
(1) Signs. draft marks screens and remote shut down

SERIAL NO. B 8282

SBA Shipyard

Drawo Mechling

12-14-82

Survey Requested by

Vessel Owner or Agent

Date

DM 932

Tank Barge

SBA Dock Mermont

Vessel

Type of Vessel

Specific Location of Vessel

Creosote - Asphalt 213 unavailable JW Comb.

3:30P

Last Three (3) Cargoes

Test Method

Time Survey Complete

Rakes, Wing Voids (1, 2, 3, 4) (P+S) --- 0% LEL 21% O₂ gas
Safe for workers with
ventilation Safe for hot
work

Cargo Lines --- Secure. NOT SAFE FOR HOT WORK

Heating Coils --- Air blown

Cargo Tanks --- 0% LEL 21% O₂ gas
Some product residue. Cleaned
in way of work. Safe for
workers with ventilation. Safe
for hot work with firewatch
and charged water hose on
standby.

WO# - 727

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the space so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306-1980, Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers has not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306-1980 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306-1980 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed Robert B. ...
Name _____
Company _____

12-14-82

Date

Signed J. T. Arrington
Marine Chemist
Certificate No. 588

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(21)

Tank "Barge D.M. 2608" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, Pa. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 2-6

WORK ORDER NO. 728

DATE Feb. 17, 1983

P. O. NO. 023-M01

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for work necessary to clean barge as per attached sheet.

Invoice Amt. \$ 20,185.00

By

Randy Marshall *Paid 4-18-83*

S.B.A. SHIPYARDS, INC.

W.O. # 728

Feb. 17, 1983

Tank Barge D.M. 2608 and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, PA. 15222

Attention: Mr. Bob Metcalf
D.M. P.O# 023-M01

1. Invoice for work necessary to clean coal tar residue from
6 tank bessel, pump and check interbottoms, install 10 J bolts
in deck where necessary to hang cleaning machines, weld inside
and out, reinstall hatches, with new gaskets, spot clean
tar from hatch areas and pump and power unit on bow rake,
shovel and bucket heavy products from barge, certificate for
safe for men, safe for fire.
964 man hrs. @ \$18.00 per man hr. \$ 17,352.00
Chemical, rags, flas light batteries, protective
clothing, diesel oil, 10' x 5/8" round bar,
15# welding rods, gasket materials, materials cost. 2,503.00
4 hrs. dragline time @ \$35.00 per hr. 140.00
2. Gas Free Chemist Certificate. 190.00
Labor and materials. Invoice Amt. \$ 20,185.00

Started cleaning Barge 2608, 2nd. & 3rd. Dec. 1982,
Shut down, started 932 cleaning, back on 2608
Dec. 20 through 22 nd. off for Holidays and flooding
back on Barge Jan. 10, 1983, completed Feb. 11th, 1983,
total 29 working days.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge "DM-952" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, Pa. 15222

Att: Mr. Bob Metcalf

INVOICE NO. 3-10

WORK ORDER NO. 735

DATE Mar. 25, 1983 19 83

P. O. NO. 023-M02

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as per attached sheets.

Invoice amt. \$ 27,039.00

By

Robert Metcalf

Tax Exempt. enclosed.

7-1
4/25/83

S.B.A. SHIPYARDS, INC.

Feb. 25, 1983

W.O # 735

Tank Barge "DM-952" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, Pa 15222

Attention: Mr. Bob Metcalf

Repairs to Tank Barge as Follows:

Dravo Mechling P.O. # 023-M02 Cleaning

1. Clean and gas free, double skin tank barge, 4 wings and interbottom tanks, 3 main tanks, to include voids, coils, and pipe lines, clean safe for men, safe for hot work, shovel to buckets and pick up in order to do hot work at Bhds. and interbottom.
783 man hrs. labor at \$18.00 per hr. \$ 14,094.00
Chemical, diesel, dragline or crane time, 1,078.00
protective clothing, nat. gas for boiler.
2. Furnish gas free Chemist Certificate. 195.00

DRAVO P.O. NO. 023-M03 Dry docking, U.S.C.G. repairs

3. (A) Dry dock 200' barge and undock after repairs, inspections and testing. 800.00
(B) 4 Lay days on marine ways to complete work. 320.00
4. U.S.C.G. Bi-annual inspections, to include hatches, P/V valves, test holes as required by inspector, copy attached, screens, vents, draft marks and signs. 680.00
34 man hrs. @ \$20.00 per hr. 65.00
Materials and supplies.
5. Crop and renew the following plate and structural as marked by U.S.C.G. inspector.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge D.M. 2607 and/or Owners and/or Charterers
 Dravo Mechling, Inc.
 One Oliver Plaza
 Pittsburgh, PA. 15222
 Att: Bob Metcalf

INVOICE NO.

5-1

WORK ORDER NO.

738

DATE

May 4, 1983

19

P. O. NO.

034-M09, 034-M10

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as per your instructions, your P.O. # 034-M09,
 cleaning. As per attached sheet.

Invoice Amt.

\$ 5,577.00

BY

Paul Marshall

Paul Marshall
6/18/83

S.B.A. SHIPYARDS, INC.

W.O. # 738

May 4, 1983

Tank Barge D.M. 2607 and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, PA 15222

Att: Bob Metcalf

Invoice for repairs as per your instructions, your P.O. # 034-M09
Cleaning.

1. Gas Free and clean barge, safe for men, safe for fire, last products
coal tar, creosote, other, cleaning to include pick up of
products in tank, to include pipe lines, steam coils, voids,
interbottom and wings,
156 man hrs. @ \$18.00 per hr. \$ 2,808.00
Chemical, diesel, protective clothing,
rags, flash light batteries. 1,268.00
2. Furnish gas free Chemist Cert. 195.00
3. P.O. # 034-M10, Docking and repair
(A) Dock 200', box on Marine railway,
allow time for inspection and owners
decision to repair, undock vessel. 800.00
4. Have U.S.C.G. dry docking inspection as to
internal repairs and renewals, burning,
record readings, reweld test holes, replace
draft hatches, return vessel to water,
tie in slip awaiting owners decision to repair
at later date.
23 man hrs. @ \$22.00 per hr. 506.00
Total labor and materials. \$ 5,577.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(24)

Tank Barge "DM 604" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, PA. 15222
Att: Mr. Bob Metcalf

INVOICE NO. 6-3
WORK ORDER NO. 739
DATE June 13, 1983 19__
P. O. NO. 053-M03, 053-M21

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning and gas freeing Barge as per attached sheet.

Total labor and materials. Invoice Due.

\$ 20,448.00

By

Bob Metcalf

DM 604
07/19/83

S.B.A. SHIPYARDS, INC.

June 13, 1983

W.O. # 739

Tank Barge "DM 604" and/or Owners and/or Charterers
Dravo Mechling, Inc.
One Oliver Plaza
Pittsburgh, PA. 15222

Attention: Mr. Bob Metcalf

1. Dravo P.O. # 053-M03 (Cleaning & Gas Freeing)
Labor, Chemical and supplies to clean and gas free,
195' x 35' x 15' double skin Tank Barge, heavy deposit of
coal tar and oil, some piles 6' high in tanks, clean by
steaming, hot water washing, buckets and shovel out of 6 main
cargo tanks, pump and dry out wings and voids.
896 man hrs. labor @ \$18.00 per hr. \$ 16,128.00

Natural gas for boilers, chemical, diesel, hatch
gaskets, protective clothing. 1,265.00
2. Gas Free Chemist Certificate. 195.00
3. Crane service, removing slop boxes from vessel to shore,
6 hrs. @ \$35.00 per hr. 210.00
4. Purchase Order # 053-M21 repairing and testing steam
coils in wings and bottom.
112 man hrs. @ \$22.00 per man hr. 2,464.00
75' of 3/4" hydro hose, and misc. pipe fitting. 186.00
Total labor and materials. \$ 20,448.00

Send Tax Exempt Cert.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1388

JENNINGS, LOUISIANA 70548

PHONE (318) 824-1819

(25)

Tank Barge "D.M. 949" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

Attention: Mr. Bob Metcalf

INVOICE NO. 10-4

WORK ORDER NO. 748

DATE Oct. 18, 1983

P.O. NO. 093-P75, 093-P76,
093-P77

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning, repairs, U.S.C.G. inspections and new coil installation in 3 main tanks as per attached sheets.

Invoice Amt.

\$ 53,597.00

BY

President

Oct 18, 1983

Tank Barge "D.M. 949" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

Attention: Mr. Bob Metcalf

Invoice for cleaning, repairs, U.S.C.G. inspections and new coil
installation in 3 main tanks as follows:

1. P.O. # 093-P75, Cleaning And Certificate .

Gas free and clean double skin tank barge 195 x 35 x 15', 3 main cargo
tanks, 4 inter bottom tanks and wing, two rake tanks, flush cargo lines.
Pick up products with buckets out of tank, chemical, steam and
Rebutter worth, tank very clean safe for men, safe for fire.
983 man hrs. labor @ \$18.00 per hr. \$ 17,694.00
Chemical, diesel, gas and protective clothing. 1,265.00
3 hrs. crane time removing and handing residue box,
Barge to hand. - 105.00

2. Furnish Marine Chemist gas free Certificate. 200.00

3. P.O. # 093-P76, Docking Repairs.

Dry dock 195' x 35 x 15' Barge, undock after U.S.C.G.
inspections - 3 days lay days to complete inspection. 920.00

4. Have U.S.C.G Bi-Annual and dry docking inspections,
burn, gouge, weld inside and out, holes to check
metal thickness, record guaging, open, clean and replace
back P/V valves, and screens, replace hatch gaskets
as required. Install new pressure guage on cargo header,
insulate muffler on power unit. Signs, draft marks, etc.
test hose.

36 man hrs. @ \$20.00 per hr. labor. 720.00
Guage, gasket materials, rods. 46.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(26)

Tank Barge "D.M. 932" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

INVOICE NO. 10-5

WORK ORDER NO. 802

DATE Oct. 19, 1983

P.O. NO. 093-P73, 093-P74

Att: Mr. Bob Metcalf

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clause, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning and repairs to Tank Barge as per attached sheet.

Invoice Amt. -----\$13,631.00

By Robert Marshall
President

Tank Barge "D.M. 932" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

Attention: Mr. Bob Metcalf

Invoice for cleaning and repairs to Tank Barge.

1. P.O. 093-P73, Cleaning and Certificate, gas free and clean vessel only good for making repairs to piping internal, and side sheet replacements, and wing BHD. repairs, gas free and clean safe for men, safe for fire. Barge still has products not shoveled out.
418 man hrs. @ \$18.00 per man hr. \$ 7,524.00
Chemical, diesel, batteries, misc., gas, 1,265.00
2. Furnish gas free Chemist Cert. 210.00
3. P.O. # 093-P74 Repairs, testing etc.
U.S. Coast Guard bi-annual inspection.
Pick up welding fractures in wings, signs, draft marks, remote shut down, test deck header and pipeline as directed by Loyde Murphy, regasket hatches as required, P/V valves, opened as required.
43 man hrs. @ \$20.00 per hr. labor and materials. 860.00
4. Crop and renew section of split side sheet #1 port tank aft. of #2 BHD. with internals, gouge and weld fractured BHDS. tank to inter bottom at bhds. 1 - p 3/4" x 3' long round bar 1 - pc. 5'-6" x 26' x 3/8" side sheet.
1 - pc 5'-6" x 13" x 3/8" deck plate
1 - pc 5', 4" x 4" x 3" angle internal on side sheet,
1 - pc. bkt at bhd. 1' x 1' x 3/8, weld fractures in rake and wings 48' of welding, wings and rakes, material plate, structural, rods, gas, oxygen. 156.00
76 man hrs. @ \$20.00 per hr. 1,520.00
5. Repairs to steam coils in wings and deck header, repaired insulation on deck header, checked pipe through deck penetration, replaced leaking hose and fittings, test heating coils.
49 man hrs. @ \$20.00 per hr. 980.00
Materials 30' of 3/4" steam hose,
hose fitting, pipe fitting etc. 156.00
6. Test repairs in wings, and #1 port tank, 30 man hrs. @ \$18.00. 540.00
7. Check out Sier-Bath pump, found packing ok and good, removed 3" pressure relief, found worn out and leaking beyond repairs, Murphy furnished a 4" valve which shop fabricated flanges to reduce to 3" pipe, installed in place of 3" valve, did not test run pump.
21 man hrs. @ \$20.00 per hr. labor and materials. 420.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 834-1519

(27)

Tank Barge "DM 945" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

Att: Mr. Bob Metcalf

INVOICE NO. 11-1

WORK ORDER NO. 803

DATE Nov. 10, 1983

P.O. NO. 093-P-78, 093-P79,
093-P80

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning, dry docking, U.S.C.G. inspections, steel repairs, testing, and new coil installation.
As per attached sheets.

Invoice amt. -----\$48,181.00

By

Bob Metcalf
President

S.B.A. SHIPYARDS, INC.

W.O. # 803

Nov. 9, 1983

Tank Barge "D.M.945" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

Att: Mr. Bob Metcalf

Invoice for cleaning, dry docking, U.S.C.G. inspections, steel repairs,
testing, and new coil installation.

1. P.O. # 093-P-78. Cleaning gas freeing & cert.
Gas free and clean double skin Tank Barge 195' x 35' x 15'. 3 main
cargo tanks, 4 interbottom and wings, two rake ends, flush cargo
and existing steam coils, steam tanks, Butterworth, pick up products
of coal tar residue, shovel and bucket to deck boxes. Rebutter worth
and dry tanks, safe for men, safe for fire, tanks are clean enough
for diesel products.
573 man hrs. labor @ \$18.00 per hr. \$ 10,314.00
Chemical, natural gas for boilers, diesel oil,
protective clothing, 2 hrs. crane time. 1,686.00
2. Furnish gas free Chemist Certificate. 200.00
3. P.O. # 093-P79 , Dry docking, repairs.
Dry dock 195' x 35' x 15' double skin tank barge, undock
after U.S.C.G. bi-annual inspection and repairs and
testing completed. 4 lay days on marine ways. 1,100.00
4. U.S.C.G. B1-annual and dry docking inspection.
 1. Test cargo hose & transfer piping system, test
deck cargo discharge header

6. Test all 3 main tanks, test wings and interbottom tanks to include bhd's to interbottoms and wing bhd's to interbottom, test new pipe coils and old pipe coil deck penetrations, where pipe collar installed on drop from deck coiling headers, test to 2½# air, soap and water spray.
56 man hrs. @ \$20.00 per hr. labor and materials. \$ 1,120.00
7. Test and repair heating coils in wings, crop and renew 2" drops from deck header through wing at deck 2½" collars installed, pipe holed, cropped and renewed with 2" pipe, 25' - 1" steam hose with clamps, 15' of 2" sch. 40 black pipe 5 - 2½" pipe weld collars, rods, gas, oxygen, insulation, metal covering. 388.00
49 man hrs. @ \$20.00 per hr. 980.00
8. Remove existing power unit and pump, cut foundation, install owners rebuilt engine, and pump.
Replace cracked pressure plate on clutch and reduction with new facing. Remove pump end, renew gasket, renew hose to power unit diesel fittings, test run unit, retest discharge piping at pump.
68 man hrs. @ \$20.00 per hr. 1,360.00
Materials and parts. 108.00
9. P.O. # 093-P-80 New Coil inst. main tank.
Furnish and install 2½" sch. 40 pipe coils with 2" drops (2 per tank) and ¾" blow off lines to deck with ¾" angle valve and hose. Install new 6" - 4" & 3" deck header, 6 new 2" valves, reconnect existing 2" coils to wings and interbottom, sand blast and zinc coat, all new deck headers and drops, test to 200# water pressure, U.S.C.G. inspected, system while tested, insulate and metal cover, all as per S.B.A. DWG. # 6523, U.S.C.G. approved by letter of Oct 21



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

(28)

Tank Barge "DM 951" and/or Owners and/or Charterers
Dravo Mechling, Inc.
P.O. Box 52189
New Orleans, La. 70152-2189

Attention: Mr. Bob Metcalfe

INVOICE NO. 1-2

WORK ORDER NO. 807

DATE January 31, 1984

P.O. NO. 123-M02, 123-M03,
123-M04

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: In the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law.

Invoice for repairs to tank barge as per attached sheet.

Invoice Amount

\$49,771.00

By

President

January 31, 1984

Tank Barge "DM 951" and/or Owners and/or Charterers
 Dravo Mechling, Inc.
 P.O. Box 52189
 New Orleans, La. 70152-2189

Attention: Mr. Bob Metcalfe

Invoice for repairs to tank barge as follows.

1. Dravo Mechling P.O. # 123-M02 cleaning.
 Clean and gas free, 195' x 34' x 15' double skin tank barge, 4 wings and interbottoms, tanks, 3 main cargo tanks, rake ends, existing steam system, cargo deck boxes, and existing cargo piping, shovel products to buckets - remove from tanks to deck boxes to ground level. Clean tanks for internal heating coil installation.
 526 man hrs. @ \$18.00 per man hr. \$ 9,468.00
 Protective clothing, chemical, rags, steam for boilers. 1,862.00
 Crane service - 3 hrs @ \$35.00 per hr. 105.00
2. Furnish certified chemist gas free certificate. 210.00
3. Dravo P.O. #123-M03 - Repairs, docking, U.S.C.G. Inspections, and requirements.
 Dry dock 195' vessel in engraving dock, undock after repairs, testing and inspections completed - including lay days in dock. 950.00
4. Cut test holes in bottom and knuckles as required by U.S.C.G. - record guaging, rewelded inside and out.
 6 man hrs. labor & material @ \$20.00 per hr. 120.00
5. Internal and external repairs as marked by U.S.C.G. & owners representative.
Bow - Rake - 1-12x12x3/8 Bkt & welding fractures.
Stern Rake - 1 Pc. of 5 x 3 x 3/8 x 4' angle. 3 pcs. of 30" x 20" x 3/8 flanged bkts. 1 Pc of 3/4" plate 22" x 22" for bitt doubler on deck - weld fractures - #3 port wings. 3 Pcs. of 9" x 12" x 3/8" bkts. gouge and weld bhd. #2 Port O.K. - #2 stb. - weld fractures only. #4 Port wing - #4 stb wing - 7 bkts - 9" x 12" x 3/8" plate. 9 weld fractures - gouge



S. B. A. SHIPYARDS, INC.

P. O. Box 1388

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(29)

Tank Barge DM 947 and/or Owners and/or Charterers
Dravo Mechling, Corp.
P.O. Box 52189
New Orleans, La. 70512-2189
Att: Mr. Bob Metcalf

INVOICE NO. 4-1

WORK ORDER NO. 815

DATE April 3, 1984 19

P.O. NO. 014-M-19, C34-C16,

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs, docking and testing DM947 as per attached sheets.

Invoice Amt. \$ 26,944.00

By

Paul Marshall *Prod 4-5-84*

S.B.A. SHIPYARDS, INC.

April 3, 1984

W.O. # 815

Tank Barge DM 947 and/or Owners and/or Charterers
Dravo Mechling, Corp.
P.O. Box 52189
New Orleans, La. 70512-2189

Attention: Mr. Robert Metcalf

Invoice for repairs, docking and testing DM 947, as follows:
DM P.O # 014-M-19, cleaning.

1. Gas Free and clean 195 x 35 x 15' double skin tank barge, safe for men, safe for fire, blow steam coils and pipe lines, pick up heavy products, rewash tanks.
196 man hrs. @ \$18.00 per man hr. \$ 3,528.00
Chemical, diesel, rags, batteries and nat. gas for boilers. 1,526.00
2. Furnish gas free Chemist Certificate. 210.00
3. (A) Dry dock vessel and undock. 780.00
(B) 4 Lay days on engraving dock. 320.00
4. Burn and guage test holes for owners Rep., & U.S.C.G. copy attached, holes not cut out with plate renewals, welded inside and out.
12 hrs. @ \$20.00 per hr. labor and materials. 240.00
P.O. # C34-C16, claim damage.
5. Steel Work internal and external as per owners Rep. and U.S.C.G. inspection as listed.
#1 stb. and port tank winds and bottom.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge "DM 948" and/or Owners and/or Charterers
Dravo Mechling Corp.
P.O. Box 52189
New Orleans, La. 70512-2189

Attention; Mr. Bob Metcalf

INVOICE NO. 5-1

WORK ORDER NO. 817

DATE May 10, 19 84

P. O. NO. 024-M-17, M18

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs as per attached sheet.

Invoice Amount

\$51,557.00

Handwritten signature: Paul W. [unclear]

Handwritten signature: Paul W. Metcalf

President

5/10/84

S.B.A. Shipyards, Inc.
Tank Barge "DM 948" and/or Owners and/or Charterers
Dravo Mechling Corp.
P.O. Box 52189
New Orleans, La. 70512-2189

W.O. #817
Invoice #5-1

Attention: Mr. Bob Metcalfe

1. Dravo P.O. #024-M-17 - Cleaning

Gas free and clean creosote and heavy coal tar residue from three main cargo tanks and two interbottom tanks - necessary to shovel and bucket approx. 3' of product from behind pipe lines, corners and under and around suction - bucket to deck boxes - move large boxes with crane to shore dump - place back on vessel for reloading, butterworth and chemical wash again after pick up.

1196 man hrs. @ \$18.00 per man hr.

\$21,528.00

Chemical, diesel, gas for boilers, protective clothing - gloves, rain suits, etc.

2,856.00

6 hrs. dragline time @ \$35.00 per hr.

210.00

2. Furnish gas free chemist cert.

210.00

3. Dravo P.O. #M18 - Coiling

Furnish labor and materials to install new 6" - 4" - 3" and 2½" deck header system, connect existing system to new system, install new 3 tier, two system per tank, 2½" - steam coil system internally in 3 main tanks. Sandblast and zinc coat deck header piping and through deck penetration before insulating-200# hydro-water test new system, insulate metal cover, neutralize metal covering and epoxy coat grey, as per U.S.C.G. approved. System tested and witness by U.S.C.G. Drawing #6523 - copy of U.S.C.G. letter approval attached.

Labor and materials - quoted price.

\$26,753.00

Total labor and materials. Invoice Amount.

\$51,557.00

(31)



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge "DM-944" and/or Owners and/or Charters
DRAVO MECHLING CORP.

P. O. BOX 52189

New Orleans, Louisiana 70512-2189

ATTENTION: MR. BOB METCALF

INVOICE NO. 6-1

WORK ORDER NO. 824-A

DATE JUNE 4th 198

P. O. NO. 034 M-39

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

INVOICE FOR REPAIRS AS PER ATTACHED SHEET

\$ 24,294.00

CHECKED BY:

Rouis Imahall

Paid 1/8/84

Invoice # 6-1
W. O. # 824-A

S.B.A. SHIPYARDS, INC.
TANK BARGE "DM-944" AND/OR OWNERS AND/OR CHARTERS
DRAVO MECHLING CORP.
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70512-2189

Attention: Mr. Robert (Bob) Metcalf

Dravo P. O. # 034 M-39 Invoice for cleaning & docking double skin tank
barge as follows:

1. Gas free and clean double skin tank barge, safe for men, safe for fire, including 3 main cargo tanks, (4) four wings and inter bottom tanks and rake ends. #1 wing and inter bottom full of hard coal tar and creosote. Washed and got what products we could get out of wing and bottom of #1 P/S. Necessary to dry dock vessel. Cut P/S knuckle approx. 2' X 50' in order to push hard product from bottom transverse floor, pick up and wash out. Replace knuckle plate & reweld, replace deck inserts over wings where removed for cleaning.

1086 man hrs @ \$ 18.00 per man hr.

\$ 19,548.00

Chemical, slack lime, diesel, rags, protective clothing,
flash light batteries, gas for boiler, oxygen, gas, welding
rods and plate.

3,126.00

2. Furnish gas free chemist certificate

210.00

- 3.a. Dry dock 195' Barge, undock after cleaning & testing completed.

850.00

- b. 7 lay days on marine ways @ \$ 80.00 per day

560.00

TOTAL MATERIAL AND LABOR- - - - - \$ 24,294.00

(32)



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge DM-953
and/or Owners and/or Charters
DRAVO MECHLING CORPORATION
Post Office Box 52189
New Orleans, La. 70512-2189

Att: JESSIE

INVOICE NO. 3 - 2

WORK ORDER NO. 882-(a)

DATE MARCH 7th 19 85

P. O. NO. _____

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account as per attached
sheet, as per your instructions:

\$35,423.00

Checked by

INVOICE #3-2
W.O.# 882-A
MARCH 7th, 1985

Tank Barge DM-953
and/or Owners and/or Charters
DRAVO MECHLING CORPORATION
Post Office Box 52189
New Orleans, Louisiana 70512-2189

Dravo P/O # 015-5-045

1. Gas free and clean tanks, free of products, pick up, bucket and shovel heavy material, rechemical and wash 3 main cargo tanks. Cleaning for installing new coil system. Flush pipe line and steam system in inter bottom and wings.

406 man hrs @ \$ 18.00 per man hour -- - - - - \$ 7,308.00

Chemical, diesel, crane service, protective clothing, gas for boilers. - - - - - 1,362.00

Dravo P/O #

- 2, Furnish material and labor necessary to install new 6", 4", & 3" deck header. New 3 tier, two system, 2 1/2" steam coil system in three main cargo tanks. Sand blast all new piping, deck header and drops. Zinc coat, including deck penetrations, insulate deck header and 2" drops, metal cover, neutralize metal covering and coat with grey epoxy as per U.S.C.G approved drawing #6523, U.S.C.G. approved letter of 1/29/85 - 16711/DM 953.

Labor and material - 1984 quoted price - - - - - 26,753.00

INVOICE AMOUNT- - - - - \$ 35,423.00

DRAVO MECHLING CORPORATION

400 Poydras Street
P.O. Box 52189
New Orleans, Louisiana 70152-2189
504 529-8612

DANIEL T. MARTIN
Sales Manager

A Dravo Company

March 19, 1985

Mr. James A. Cafaro
Transportation Coordinator
Koppers Company, Inc.
Traffic and Transportation Department
Pittsburgh, PA 15219

Dear Jim,

I am enclosing the invoice covering charges incurred for Koppers Company while cleaning and coiling DM-953 at SBA Shipyard.

I would like to summarize the series of events so that you will understand how we arrived at this amount. At 2100, 1/10/85, barge arrived SBA Shipyard for Coast Guard inspection. On 1/24/85, we agreed to install a pump and engine at Dravo Mechling's expense if Koppers would make the investment to clean and coil the barge. At that time, Dravo Mechling had completed all cleaning that was required for the CG inspection. Immediately, further cleaning was started for the purpose of internally coiling the barge. For simplicity, we requested that SBA send separate invoices on the two cleanings.

On 1/24/85, we still had about 3 days of work left to complete the CG inspection. At most, it would only take 3 days to install a pump and engine on a barge. Therefore, we felt it would be fair for Dravo Mechling to absorb the per diem charges up to 0700, 2/1/85.

Please review this invoice at your earliest convenience and let me know if you would like to discuss it further.

Very truly yours,



Daniel T. Martin
Sales Manager

DTM/lcc

cc: Mary Kestel
Anna Metcalf
Chuck Sweeney
Evan Wharton

Enclosure

Dravo

Dravo Mechling

Billing Memorandum

TO: Koppers Company

DATE 3/19/85

INVOICE NO. _____

ACCOUNT NO. _____

attn: Mr. James Cafaro

PREPARED BY DTM

To bill your account for ~~the~~ cost
incurred to clean and internally
coil barge D M 953 (SBA Shipyard
invoice attached)

\$35423.00

Per Diem charges 0700 2/1/85 to
0700 3/8/85

35 days @ \$125

4375.00

Total

39798.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge DM-953
and/or Owners and/or Charters
DRAVO MECHLING CORPORATION
Post Office Box 52189
New Orleans, La. 70512-2189

Att: JESSIE

INVOICE NO. 3 - 2

WORK ORDER NO. 882-(a)

DATE MARCH 7th 19 8

P. O. NO. _____

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account as per attached
sheet, as per your instructions:

\$35,423.00

DTM 3/19/85
Rebill Koppers
Company
as ^{per} attached
instructions.

Checked by

R. B. Bugh Jr.

DTM

INVOICE #3-2
W.O.# 882-A
MARCH 7th, 1985

Tank Barge DM-953
and/or Owners and/or Charters
DRAVO MECHLING CORPORATION
Post Office Box 52189
New Orleans, Louisiana 70512-2189

Dravo P/O # 015-5-045

1. Gas free and clean tanks, free of products, pick up, bucket and shovel heavy material, rechemical and wash 3 main cargo tanks. Cleaning for installing new coil system. Flush pipe line and steam system in inter bottom and wings.

406 man hrs @ \$ 18.00 per man hour -- - - - - \$ 7,308.00

Chemical, diesel, crane service, protective
clothing, gas for boilers. - - - - - 1,362.00

Dravo P/O #

- 2, Furnish material and labor necessary to install new 6", 4", & 3" deck header. New 3 tier, two system, 2 1/2" steam coil system in three main cargo tanks. Sand blast all new piping, deck header and drops. Zinc coat, including deck penetrations, insulate deck header and 2" drops, metal cover, neutralize metal covering and coat with grey epoxy as per U.S.C.G approved drawing #6523, U.S.C.G. approved letter of 1/29/85 - 16711/DM 953.

Labor and material - 1984 quoted price - - - - - 26,753.00

INVOICE AMOUNT- - - - - \$ 35,423.00



S. B. A. SHIPYARDS, INC.

P. O. Box 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

(33)

TANK BARGE "D.M. 952"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189
ATT: MR. JESSIE SANDLIN

INVOICE NO. 7 - 4
WORK ORDER NO. 901
DATE JULY 22ND 1985
P.O. NO. 055S-054

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR WORK IN PROCESS ON YOUR
TANK BARGE "D.M. 952" INVOICE AS PER ATTACHED SHEETS.

INVOICE AMOUNT DUE - - - - \$ 36,893.00

checked by

INVOICE # 7 - 4
WORK ORDER # 901
P/O # 055S-054
JULY 22ND, 1985

TANK BARGE D.M.952
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70512-2189
ATTENTION MR. JESSIE SANDLIN

INVOICE FOR CLEANING, GAS FREEING, DOCKING, REPAIRING
AND CERTIFICATION AS PER ATTACHED SHEETS AS FOLLOWS
PURCHASE ORDER # 055S-054 - WORK IN PROCESS ON DM-952.

1. Gas free and clean 4 inter bottom tanks, wash two rake tanks, 2 inter bottom tanks had products residue, clean cargo piping internally, wash and pick up heavy deposits of coal tar and cresote residue. Chemical and re-wash tanks. Products shoveled and bucketed out of three cargo tanks. Tanks clean, safe for men, safe for fire.
986 man hours @ \$ 18.00 per man hr. - - - - - \$ 17,748.00
Chemical, diesel, flash light batteries, protective clothing, natural gas for boiler 5,126.00
4 Hrs crane service @ \$ 35.00 per hr. - - - - - 140.00
2. Furnish gas free chemist certificate - - - - - 250.00
3. A Dry dock vessel for U.S.C.G. Bi-Annual, and A.B.S. inspection, undock after repairs completed - - - - - 800.00
B 4 lay days on marine rail way- - - - - 320.00
4. Burn, gauge, record gauging of test holes required by owner rep. and U.S.C.G. inspectors. Weld holes inside and out.
13 man hours @ \$ 19.00 per man hr. - - - - - 247.00
5. U.S.C.G. Bi-Annual and dry docking requirements, signs, draft marks, P/V VALVES And screens removed, checked and reinstalled, hatch gaskets, test cargo deck header, stencil fuel tanks.
39 man hours @ \$ 19.00 per hr. - - - - - 741.00
Flame screen, bolts, nuts, gasket- - - - - 15.00
6. Air and water test existing heating system, remove insulation from 2" header to deck through hull at deck penetration, had been repaired else where,

W.O. 902

7-2-85

SBA S.Y.

Survey Requested by

D/P 952

Veren

6041 T-72

Last Three (3) Carcasses

Vendor Overview or Agency

TANK BARGE

Types of Vessels

Jack Combs

Test Method

Due to

SBA/JENNINGS, L.

Specific Location of Vessel

11:15 AM

Time Survey Completed

Bow RAKE

STERN RAKE

WING VOID D.B. 1st

1-2-3-4 P/5

CARGO TANKS

1-2-3

PORTABLE AIR VENTILATION REQD. IN WORK TANK.
(MIN. 1000 CFM)

STEAM CELLS - BLOWN - SAFE FOR HOTWORK

CARGO LINES - DRAINED - VALVES CLOSED.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 308-1990, Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2)

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers has not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable-cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inert.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306-1980 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306-1980 and understands conditions and limitations under which it was issued."

~~This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.~~

Signed

Abstract

CONTENTS

1

North Carolina

Certificate No.

NOTE THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

Printed in U.S.A.

(34)



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "D.M. 944"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70512-2189

ATT: MR. JESSIE SANDLIN

INVOICE NO. 11-1

WORK ORDER NO. 917

DATE NOVEMBER 18TH 19

P.O. NO. 105S-031

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR REPAIRS TO YOUR TANK

BARGE D.M. 944 AS PER ATTACHED SHEETS: \$39,760.00

checked by

Robbugh
12-9-65

INVOICE NO. 11-1
 WORK ORDER NO. 917
 PURCHASE ORDER NO. 105
 DATE NOVEMBER 18TH,

TANK BARGE "D.M. 944"
 and/or owners and/or charters
 DRAVO MECHLING CORPORATION
 POST OFFICE BOX 52189
 NEW ORLEANS, LA. 70512-2189

REPAIRS TO TANK BARGE AS REQUIRED:

1. Gas free and clean double skin tank barge including #1 and #2 inter bottom tanks, coils and pipe lines, safe for men, safe for fire, last cargo coal tar and resid oil.
 485 man hours @ \$ 18.00 per man hour - - - - - \$ 8,730
 Chemical, diesel, protective clothing, gas for boiler - - - - - 2,656
2. Gas free chemist certificate- - - - - 250.
3. Furnish and install seven (7) 12" butter worth hatches at after end of tanks in order to clean after covers of main tanks when cleaning barge.
 64 man hours @ \$ 20.00 per man hour - - - - - 1,280.00
 7 - 12" hatches, bolts, nuts and gaskets- - - - - 365.00
4. Have U.S.C.G. inspection, new certificate, including internal search of structural, remove and clean P. V. valves, etc.
 18 man hours \$ 20.00 per hour - - - - - 360.00
5. Repairs to internal cargo piping - suction drops. Suction drops raised off and out of sumps. Crop and renew in 3 main cargo tanks. Install angle stands to support suction drops and piping with U bolts and nut over pipe to angle supports.
 110 man hours @ \$ 20.00 per-hour- - - - - 2,220.00
 Angle, U bolts, nuts, gasket, oxygen, rods & atcyl. - - - - - 210.00
6. Crop and renew center section of #1 cargo tank deck collapsed plus area - cut angles loose @ trunks, remove main tank trunk, ullage, pipe and 2 butter worth hatches, install 1 8' X 40' X 1/4" deck plate with crown as original, approximately 175' of 7 X 4 X 3/8" angle, remove and repair damaged 4" steam header and wash line system to include valve, reach rod and packing gland. Install as original.
 720 man hours \$ 20.00 per man hour - - - - -

(35)

TANK BARGE "DM-949"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189

Invoice for repairs as requested by Mr. Phil Peyton, Mr.
Jessie Sandlin and Mr. Lloyd Murphy.

1. Gas free and clean double skin tank barge including # 2
and 4 inter bottom tanks, wash mud from Fwd. rake and
pipe lines and steam coils. Pick up and bucket out
heavy residue after washing, rewash tanks, safe for men,
safe for fire.
496 man hours @ \$ 18.00 per man hour- - - - - \$ 8,928.00
chemical, diesel, protective clothing, and natural gas
for boiler- - - - - 3,268.00
2. Furnish gas free chemist certificate- - - - - 250.00
3. Test and repair steam coils in main tanks, wings and
inter bottoms
36 man hours @ \$ 20.00 per hour - - - - - 720.00
Hose, fittings, weld collar - - - - - 56.00
4. Furnish and install expansion joints in 6 inter bottoms
at rake tank bhd. Install 12" draft hatch in fwd. rake
tank for ventilation. Gouge and weld fractures at bhd.
258 man hours @ \$ 19.00 per man hour- - - - - 4,902.00
oxygen, rods, gas and plate - - - - - 626.00
5. Have U.S.C.G. Bi-annual dry docking and internal serch,
valve, signs, draft marks, hatch gaskets, gauge test,
deck header.
36 man hours @ \$ 19.00 per hour - - - - - 684.00
6. Dry dock vessel, undock after U.S.C.G. inspection and
repairs are completed -- 2 lay days - - - - - 952.00
7. Internal repairs in wing, rakes and rake tanks bhds,
including approximately 65 feet of rewelding internally,
repaired leaks in rake tank bhd. after end-split 3'.
70 man hours @ \$20.00 per man hour- - - - - 1,400.00
oxygen, gas, rods, plate & structural - - - - - 120.00
8. Furnish angle on U bolt & nut, install angle & bkt
stanctions at suction valve, install doubler under
stanctions, cut 6 wash line, 2 per main tanks, clean out
residue, install changing angle of nozzel as directed,
furnish and install 4 new 10' dresser gaskets, furnish
and install a new 8" N.R.S. gate valve #2 tank after

P.O. 925

SERIAL NO. D 18853

Survey Requested by SBA 5/4 Date 1-7-86
D.M. 949 Vessel Owner or Agent
Vessel TANK BARGE Specific Location of Vessel
Black Oil (3) JW Comb. SBA Merienta
Last Three (3) Cargoes Test Method Time Survey Completed 3:00 PM

ALL CARGO TANKS (1, 2, & 3) SAFE FOR WORKERS
WITH DOUBLE BOTTOM TANKS (1-4 Pcs) SAFE FOR HOT WORK
FORWARD & AFTER RACES AIR VENTILATION
REQUIRED IN WORK
TANK (min 500 cfm)

CARGO LINES ——— OPEN, Lined
STEAM COILS ——— AIR blown, SAFE FOR HOT WORK

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed apparatuses shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-3.1 through 1-3.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that: (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or kerosene tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed

Name

Certify

Date

Signed

Name Chemist

Certificate No.

NOTE THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

(36)



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (518) 824-1519

TANK BARGE "DM-932"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70512-2189
ATT: MR. JESSIE SANDLIN

INVOICE NO. 2 - 7
WORK ORDER NO. 953
DATE FEBRUARY 21 19 86
P.O. NO. 026S-016

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We charge your account for work done on your tank Barge DM-932

as per attached sheets - - - - -

\$ 30,849.00

Handwritten signature/initials

checked by

Handwritten signature: R. B. Rugh Jr.

INVOICE NUMBER 2 - 7
WORK ORDER NUMBER 953
FEBRUARY 21 ST, 1986

TANK BARGE "DM-932"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189

ATT: MR. JESSIE SANDLIN

REPAIRS TO DRAVO TANK BARGE AS AUTHORIZED BY YOUR P.O.# 026S-016
AND MR. LLOYD MURPHY:

1. Gas free and clean coal tar & cresote barge with heavy deposits of products in three main cargo tanks and 2 inter bottom tanks. Shovel and bucket products left after heating and butterworth. Chemical and rewash, pick up - remove water from wells, chemical and wash deck area. Certificate safe for men, safe for fire to include wings, voids, pipe lines and heating coils.
565 man hours @ \$ 18.00 per man hour - - - - - \$ 10,170.00
Crane service to remove boxes from barge.
7 hours @ \$35.00 per hour - - - - - 245.00
Chemical, diesel, protective clothing, gas for firing boiler, flashlight batteries - - - - - 2,708.00
2. Gas free Chemist certificate - - - - - 250.00
3. (a) Drydock 195' X 35' X 15' tank barge barge and undock after inspection and repairs completed - - - - - 878.00
(b) 6 lay days on marine rail way @ \$ 80.00 per day - - - - - 480.00
4. U. S. C. G. inspections, Bi-Annual and drydocking credit. Remove and clean P/V valves, repair remote shut down, test and pop pump relief valve, signs, draft marks, etc.
42 man hours @ \$ 19.00 per man hr. - - - - - 798.00
5. Internal repairs as marked by U.S.C.G. inspector and owners representative as follows.
#1 Stb. Wing- 3 pcs of 4" X 3" X 3/8" angle, 2 bkts 12" X 12" X 3/8" plate, broken welds
#2 Stb. Wing- o. k.
#3 Stb. Wing- Broken welds, 1 32" X 3 x 3 x 3/8 angle.
#4 Stb. Wing- 6' of 4 x 3 x 3/8" angle--4 pcs of 32" X 4 x 3 x 3/8" angles, two frames to be released, refitted and rewelded, a number of broken welds.
#1 Port Wing- 2- 9" x 15" x 3/8" bkts, 1 pc 32" X 4 x 3 X 3/8" angle, 4 pcs 12" x 12" x 3/8" bkts on side cord frames, 1 pc of 7' X 7" channel.
#2 Port Wing - 1 - 9" x 15" x 3/8" bkt, 1 - 12" x 12" X 3/8" bkt on side cord frame, broken welds.
#3 Port Wing - 32" of 3 x 4 x 3/8" angle, broken welds.
#4 Port Wing - O. K.
Stern Rake - broken welds., clip bkts and pull back in

Survey Requested by SEA H S.V. Vessel Owner or Agent DRAG M. H. H. Date 1-30-86
Vessel DM 932 Type of Vessel TANK BARGE Specific Location of Vessel SEA H S.V.
Last Three (3) Cargoes COAL TAR Test Method JOHNSON Time Survey Completed 10:15 AM

BOW RAKE

STERN RAKE

WING VOID D.B. 1st
1-2-3-4 P/S

CARGO TANKS
1-2-3

SAFE FOR WORKERS
SAFE FOR HOTWORK

PORTABLE AIR VENTILATION
REQD. IN WORK TANK. (MIN. 100 CFM)

STEAM COILS - BLOWN WITH STEAM & AIR
SAFE FOR HOTWORK

CARGO LINES - WASHED OUT & DRAINED

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed [Signature] Date 1-30-86 Signed [Signature] Marine Chemist Certificate No. 57



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "DM-946"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70152-2189

ATT: MR. JESSIE SANDLIN

INVOICE NO. 5 - 8

WORK ORDER NO. 965

DATE MAY 31 19 86

P. O. NO. _____

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

INVOICE FOR REPAIRS AND CLEANING TANK BARGE
DM-946 AS PER YOUR INSTRUCTION AS PER ATTACHED
SHEETS.

\$ 30,561.00

checked by

INVOICE NO. 5 - 8

WORK/ORDER NO. 965

MAY 31, 1986

TANK BARGE "D M 946"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70152-2189

Att: MR. JESSIE SANDLIN

Invoice for repairs and cleaning tank barge DM-946 as per yours
and Lloyd Murphy's instruction and as per U.S.C.G. requirements
as follows:

1. Gas free and clean coal tar and cresote, heavy bottoms
in 3 main cargo tanks and one interbottom tank, shovel
and bucket residue left after steaming and butterworthing,
chemical and rewash. Remove products from barge deck with
crane and pipe hopper, clean safe for men and safe for fire
and diesel oil products..
820 man hours @ \$ 18.00 per man hour- - - - - \$ 14,760.00
15 hours crane time @ \$25.00 per hour - - - - - 375.00
Chemical, diesel, gas for boiler, protective clothing
and supplies- - - - - 2,356.00
2. Gas free chemist certificate- - - - - 250.00
3. U. S. C. G. Bi Annual and drydocking inspection and credit,
signs and draft markings, decals on trunks, pop relief
valve on cargo pump, remove and clean P/V valve.
38 Man hours @ \$19.00 per man hour, labor & material - - - 722.00
4. Dry dock 195 X 35 X 15' double skin vessel and 3 lay days
on marine ways- - - - - 1,025.00
5. Install angle stanchion under cargo line section with U
bolt clamps, doubler and bkts as instructed in 3 main tanks,
cut header loose, refit where fractured. Refit clamps at
drops to wells, double nut clamps.
46 man hours @ \$ 20.00 per man hour - - - - - 920.00
Plate, structural, gas, oxygen, rods- - - - - 360.00
6. Install expansion joints, 10 required at inter bottom and
main side and rake tanks BHD as per prints approved on
other barges.
235 man hours @ \$ 20.00 per man hour- - - - - 4,700.00
Plate, structural, oxygen, rods and gas - - - - - 418.00

MARINE CHEMISTS, INC. OF TEXAS
P. O. Box 3602 Beaumont, Texas 77704
(409) 832-6409, 856-4322, 856-4323
W. B. Heston 537 R. L. Moscar 577

MARINE CHEMIST CERTIFICATE

SERIAL NO. D 19013

W.O. 965

SBA STADIUM

Survey Requested by

DM 942

Vessel

F-1A-01L

Less Than (3) Carpoes

DRAGO-MECHANIC

Vessel Owner or Agent

5-19-86

Date

TANK BARGE

Type of Vessel

SEA MCORMENTAN

Specific Location of Vessel

JULIAMB

Test Method

11:00 AM

Time Survey Complete

CARGO TANKS 1, 2, & 3

WING DOUBLE BOTTOMS 1-4 P+S

FORWARD & AFTER RAKES

SAFE FOR WORKERS

SAFE FOR HOT WORK

AIR BLANKET REQUIRED

IN WORK TANK (MINI SOFT)

CARGO LINES ~~OPEN, DRAINED~~

OPEN, DRAINED

STEAM COILS

air blown safe for

hot work

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed apparatuses shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed

Name

Company

Date

Signed

Marine Chemist

Certificate No.

NOTE: THIS CERTIFICATE IS VALID ONLY FOR THE VESSEL AND SPACE DESIGNATED.

(38)



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE D.M.950
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70152-2189
ATTENTION: MR. JESSIE SANDLIN

INVOICE NO. 9-1 (86)
WORK ORDER NO. 976
DATE SEPT. 12th, 19 86
P.O. NO. 076-S22

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR REPAIRS TO YOUR TANK

BARGE "D.M. 950" AS PER ATTACHED SHEETS:

\$ 38,478.00

CHECKED BY

INVOICE NO. 9 - 1 (86)
WORK ORDER NO. 976
PURCHASE ORDER NO. 076-S22
SEPTEMBER 12, 1986

TANK BARGE "D.M. 950"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70152-2189

ATTENTION: MR. JESSIE SANDLIN

INVOICE FOR REPAIRS TO TANK BARGE "D.M.950" AS FOLLOWS:

1. Shifting barge to gas free plant, south side of yard, gas free and clean vessel, last cargo coal tar and creosote, Shovel and bucket heavy and solids from tanks, chemical and rewash, clean, scrape and remove products from inter bottoms, clean safe for men, safe for fire.
465 man hours @ \$ 18.00 per hour- - - - - \$ 8,370.00
10 hours crane time w/operator @ \$ 25.00 per hr - - - - 250.00
Chemical, diesel, protective clothing - - - - - 3,102.00
2. Furnish gas free chemist certificate- - - - - 250.00
3. Dry dock vessel for U.S.C.G.-Bi annual and blasting and painting, including 6 lay days in graving dock- - - - - 1,100.00
4. U.S.C.G. Bi annual and docking inspection, signs, draft marks, remove, clean for U.S.C.G inspector P/V valves, test cargo header, hatch dogs, gaskets and internal inspection, test holes in bottom and knuckles as requested. Welded ladders in tanks.
Labor and material- - - - - 862.00
5. Test and repair steam coils, test system, replaced bad hoses and fittings found, removed

SERIAL NO. D 1150

8-10-56

Date _____

554/2011

Specific Location of Vessel

3:00 PM

Time Survey Completed

Bow RAKE
STERN RAKE

Win & Vera D. B.¹²
1-2-3-4 P/S

ARGO TANKS
No. 1-2-3

SAFE FOR WORKERS
SAFE FOR HOTWORK

PORTABLE AIR VENTILATION
REQD. (MIN. 1000 CFM)

STEAM LINES - BROWN - SAFE FOR HANDLING

ARC LINES - DRAINED.

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inert.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

he undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Copyright © 1999

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

Printed in U.S.A.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(39)

DOUBLE SKIN TANK BARGE "D M 945"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70152-2189

ATT: MR. JESSIE SANDLIN

INVOICE NO. 12-4 (86)

WORK ORDER NO. 990

DATE DECEMBER 31 19

P.O. NO. 126-S60

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

*Rec'd Correct acct coding IN JAN 87 on 95-13.
Everything but painting charge to I/A 34261.00*
We invoice your account for repairs to your 486.
double skin tank barge "DM-945" as per
your instructions as per attached sheets.

INVOICE AMOUNT- - - - - 40,984.00

[Signature]
1/23/87

INVOICE NUMBER	DATE	UNIT
128735	1/30/87	PP.
INVOICE NUMBER	DATE	UNIT
114360	40,984	-

checked by

[Signature]

I/A 486

DOUBLE SKIN TANK BARGE "D M 945"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70152-2189

ATTENTION: MR. JESSIE SANDLIN

REPAIRS TO SUBJECT BARGE AS FOLLOWS:

1. Gas free and clean after shifting from North river dock to south gas freeing facility. Clean and bucket heavy cresote and coal tar deposits from 3 main cargo tanks and two and one inter bottom tanks. Wash mud and silt from rake ends and 3 & 4 inter bottom tanks, rewash after picking up cresote and oil deposits. Steam cargo lines.- safe for men - safe for fire.
585 man hours @ \$ 18.00 per man hour- - - 5685-492 - - \$ 10,530.00
Fuel, chemical, protective clothing, 8 hrs dragline time removing bbls of froducts from deck to land- - - - - 2,630.00
2. Furnish gas free chemist certificate- - - - - 250.00
3. Dry dock 195' vessel - 6 lay days, shift on stocks to blast and coat block spots - undock after repairs and testing- - - - - 5680-400 1,000.00
4. Have U. S. C. G. Bi Annual and dry docking inspections, test holes as required, remove and clean P/V valves, test pump relief valve, test and stencil discharge header sign, draft marks and remote shut down. 5680 { 413 = 1/3 266, 401 = 266, 411 = 266, 798.00
42 man hours @ \$ 19.00 per man hour - - - - -
5. Furnish and install 10 expansion plates in wings and rake bhd as previously installed on other barges. Install shaped 5/16" X 18" X 5" plates at bhds in main tanks.
348 man hours @ \$ 19.00 per man hour- - - - - 413 6,612.00
Plate, structural 767#, oxygen, gas, welding wire - - - 638.00
6. Pressure test, steam headers and heating coil systems in inter bottom and main tanks. Renew all 3/4" steam hose, furnish and install stainless steel bolts and nuts and new hose, all wing wall connections. Repair deck steam header insulation, all as requested by Mr. Lloyd Murphy.
86 man hours @ \$ 19.00 per man hour - - - - - 5680 413 817, 411 817, 1,634.00
420 each - 3/8" X 2" stainless/steel hex head bolts and nuts, 240 feet of 3/4" wire braid steam hose, misc supplies- - - - - 413 1,126.00

DECEMBER 31, 1986

PAGE # 2

CONTINUE WITH REPIARS TO "D M 945"

7. Test Rakes, wings & bottoms, and 3 main cargo tanks, test to 2½# air, soap and water spray. Repair leaks as found. Test steam heating header & coils and pressure relief valve to 160# air, test witnessed by U.S.C.G. inspector. (Tested all bhds also). *402 ¼ 408.5*
403 " 418 "
413 "
 86 man hours @ \$ 19.00 per man hour - - - - - *5680* 1,634.00
8. Internal and external structural repairs and welding as marked and requested by U.S.C.G. and owners Rep. as per copy of Plate & Structural attached. *5680 402 ¼ 25 19.06*
 308 man hours @ \$ 19.00 per man hour - - - - - *5680 402 ¼ 25 19.06* 5,852.00
 2,382# Plate and structural, oxygen, gas, rods, *403 ¼ 4889.94* 1,032.00
 gouging rods, misc supplies - - - - - *4889.94* 525.00
 150' of rewelding as listed @ 3.50 per foot - - - - -
9. Sand Blast and coat as requested, two coats of owner furnished paint and thinner - 2½ to 3 mills of Buff primer - 8 to 10 mills of Black epoxy - Sides, ends to deck and bottom. *IA 460-412-*
 320 man hours @ \$ 18.00 per man hour - - - - - 5,760.00
 Sand, and wash thinner for equipment - - - - - 963.00
5,723.00
- TOTAL LABOR AND MATERIALS - - - - - \$ 40,984.00

Survey Requested by <i>SBF S.Y.</i>	Vessel Owner or Agent <i>DELLA MARINE</i>	Date <i>12-5-86</i>
essel <i>DIN 945</i>	Type of Vessel <i>TANK SPACE</i>	Specific Location of Vessel <i>SEA</i>
at Three (3) Cargoes <i>CARGO TANK</i>	Test Method <i>CE-112-1110-11</i>	Time Survey Completed <i>11:30 AM</i>

*BOW RAKE
STERN RAKE* } *SAFE FOR WORKERS - SAFE FOR HOTWORK*

*CARGO TANKS
1-2-3* } *PORTABLE AIR VENTILATION REQ'D.
(MIN. 100 CFM)*

*LONG VOID D.B.¹⁰
No. 3 & 4 P/S* } *SAFE FOR WORKERS
SAFE FOR HOTWORK*

*LONG VOID D.B.¹⁰
No. 1 & 2 P/S* - *SAFE FOR WORKERS - SAFE FOR HOTWORK
FIREWATCH WITH CHARGED FIREHOSE
REQ'D. ON STAND-BY AT WORK AREA.
PORTABLE AIR VENTILATION REQ'D.
FOR ENTRY AND WORK.
(MIN. 500 CFM)*

*CARGO LINES - WASHED & DRAINED - NOT SAFE FOR HOTWORK
STEAM COILS - STEAMED - SAFE FOR HOTWORK.*

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

I, undersigned, acknowledge receipt of this Certificate under Section 2.3 of NFPA 306 and stands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

red

Name

Company

Date

Signed

Marine Chemist

Certificate No.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(40) RECEIVED
ACCOUNTING

APR 6 1987

DRAVO MECHLING
CORPORATION

DOUBLE SKIN TANK BARGE "DM-951"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189
ATT: MR. JESSIE SANDLIN

INVOICE NO. 1 - 1 (87)

WORK ORDER NO. 996

DATE 1 - 14 - 19 8

P. O. NO. 017S-102

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR REPAIRS TO YOUR TANK
BARGE DM-951 AS PER ATTACHED SHEETS:

\$ 60,621.00

LESS AMT PAID 2/6/87 check #0027177 (44,908.00)

INVOICE AMOUNT DUE

\$ 15,713.00

3685-492

apure
EJ

CHECKED BY

[Signature]

VENDOR NUMBER	DUE DATE	INIT.
128735	4-17-87	<i>[Signature]</i>
VOUCHER NUMBER	TOTAL	
411282	15713.00	

WORK/ORDER 996

purchase order # 017S-10

JANUARY 14th, 1987

DOUBLE SKIN TANK BARGE "DM 951"
and/or owners and/or charters
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189

ATTENTION: MR. JESSIE SANDLIN

INVOICE FOR REPAIRS TO "DM-951" AS FOLLOWS:

1. Gas free and clean, cresote and coal tar barge, products in the three cargo tanks approximately 2-1/2 to 4' deep, necessary to bucket and shovel products after washing and making tanks safe for personnel to work in, Chemical and rewash after products removed. Wash products from inter-bottom and voids. Barge cleaned safe for men and safe for fire.
1852 man hours @ \$ 18.00 per man hour - - - - - \$ 33,336.0
Boiler fuel, diesel, chemical, protective clothing, crane time removing barrel products from barge - - - - - 3,268.0
2. Gas free chemist certificate - - - - - 250.0
3. Drydocking - lay time on rail way, shifting for blasting and coating block spots and testing - - - - - 1,200.0
4. U. S. C. G. Bi-Annual and dry docking inspection. Remove, clean and replace P/V valves, renew gaskets, wing bolts and nuts as required, signs, draft marks and remote shut downs etc.
38 man hours @ \$ 19.00 per hour - - - - - 722.0
Gaskets, bolts, nuts and fittings - - - - - 58.0
5. Steel work required after U.S.C.G inspection, internals, wings and rake tanks
105 man hours @ \$ 19.00 per man hour - - - - - 1,995.0
1796# plate and structural, oxygen, gas and rods - - - - - 682.0
6. Furnish material and install 10 expansion plates in wing and rake tank Bhds, gouge and weld Bhd fractures and install flanged plate angle at Bhd fractures, install angle- internal cargo pipe support st suction as installed previously on other barges.
318 man hours @ \$ 19.00 per man hour - - - - - 6,042.0
862 # plate and structural, oxygen, gas welding wire - - - 596.0

36,854.0

JANUARY 14, 1987

TANK BARGE "D M 951"

PAGE # 2

8. Cargo tank testing, wings, voids, rake tanks, Bhd, internal cargo and deck piping. Testing witnessed by U.S.C.G. inspector.

60 man hours @ \$ 19.00 per man hour - - - - - \$ 1,140.00

9. Sand blast and apply (owner furnished) coating to sides, rake ends, bottom, shift and paint block spots - 2½ to 3 mills buff primer, 8 to 10 mills black epoxy

363 man hours @ \$ 18.00 per man hour - - - - - 6,534.00

Sand and wash thinner for equipment, gray epoxy for areas of deck blasted and coated - - - - - 1,326.00

10. Rewelding seams, butts at knuckle, laps on stern rake and corners continous, U.S.C.G. requirement after blasting.

720 len feet plus 60 len feet of internal welding, total of 780 len feet of welding @ \$ 3.50 per len ft. L&M 2,730.00

TOTAL LABOR AND MATERIAL - - - - - \$ 60,621.00

LESS LABOR AND MATERIAL PAID ON INVOICE 1-1-(87) A
Feb. 6-1987 CHECK # 0027177

(44,908.00)

INVOICE AMOUNT DUE - - - - - \$ 15,713.00

5685-492



Authorization for Capital Expendi

DIVISION / SUBSIDIARY / STAFF

DRAVO MECHLING CORPORATION

Page 1 of 1

SUBMITTED BY P. T. Payton

DATE 1 / 1

PROJECT DESCRIPTION

USCG recertification repairs to the hull of tank barge DM-951

Number of Units	Unit Price	Total Cost	Total Net Earnings	Timing Requirements (month and year)		
				Firm Order	Delivery	Complete Installati
1	\$45,000.00	\$45,000.00		/	/	/

No. of Quotations Attached

TOTAL COST									
Current Year 19 87					Next Four Years				Beyond
1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total	19__	19__	19__	19__	
Planned									
Current Estimate									
(over) /	\$45,000			\$45,000					
under Plan									

Calculations Attached:

Return on Investment %

Payback Period ye

PURPOSE AND JUSTIFICATION (Describe Fully)

DMS-951 was due for USCG drydock and internal cargo tank inspection; USCG required repairs and modifications are to be performed to the hull, cargo handling equipment, and cargo tanks. Upon completion of these repairs the hull will be sandblasted and painted to arrest corrosion. All repairs to be performed by SBA Shipyard, Jennings, LA.

PLANS & SPECIFICATIONS OR OTHER SUPPORTING DATA ATTACHED

RECOMMENDATION:

Phil Layton Date 1/20/87
 J. P. W. Date 1/23/87
 R. D. Wackmeyer Date 1/27/87

NOTIFICATION:

Date 1 / 1
 Date 1 / 1
 Date 1 / 1

APPROVAL:

(NAME AND TITLE)

Date 1/30/87 PROJECT NO. 491



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

DOUBLE SKIN TANK BARGE "D.M.-951"
and/or charters and/or owners
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189
ATTENTION: MR. JESSIE SANDLIN

INVOICE NO. 1-1 (87) A
WORK ORDER NO. 996
DATE JANUARY 14TH 1987
P.O. NO. 017S-102

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

OK
RIP
1-19-87

WE INVOICE YOUR ACCOUNT FOR REPAIRS TO YOUR
DOUBLE SKIN TANK BARGE D.M. 951 AS PER
ATTACHED SHEETS - - - - - \$ 44,908.00

VENDOR NUMBER	DUE DATE	INIT.
128735	2/14/87	RP
VOUCHER NUMBER	TOTAL	
115735	44,908.00	-

1/87

CHECKED BY

[Signature]

Of after
measuring
2/14/87

95-135

Make in January
to correct entry
SEE FIA # 491

\$18,673.00 Charge
to expense release
to I/A acct.

INVOICE # 1-1 (87)

WORK/ORDER # 996

PURCHASE ORDER # 017S-102

JANUARY 14TH, 1987

DOUBLE SKIN TANK BARGE "D.M. 951"

and/or charters and/or owners

DRAVO MECHLING CORPORATION

POST OFFICE BOX 52189

NEW-ORLEANS, LA. 70512-2189

Attention: Mr. Jessie Sandlin

Invoice for repairs to tank barge as follows:

1. Gas free and clean safe for men, safe for fire, Double skin barge, products carried - Cresote and coal tar - to include double bottoms, wings, voids, pipe lines and blowing steam heating systems.
803 man hours @ \$18.00 per man hour - 5685-492- - - - - \$ 14,454.00
fuel for boiler, chemicals, protective clothing, dragline time removing barrel products from barge - - - 2,951.00
2. Gas free chemist certificate - - - - - 250.00
3. Dry dock vessel, laydays on rail way and undock after repairs, testing, etc. - - - - - 1,200.00
4. Have U.S.C.G. Bi annual and drydocking inspections, P/V valves, signs, draft marks, test relief valve, remote shut down, etc. - - - - - 1,007.00
53 man hours \$ 19.00 per man hour - 5680-491- - - - - 1,007.00
407 335.67
408 335.67
417 335.66
5. Furnish and install 10 expansion joints plates in wing tank bhds as presently installed on other barges.
330 man hour @ \$19.00 per man hour - - - - - 6,270.00
767# plate & structural, oxygen, gas & rods - - - - - 610.00
6. Repairs to steam deck header and internal coiling including testing. - - - - - 1,634.00
86 man hours @ \$ 19.00 per man hour - - - - - 500.00
Material and supplies - - - - - 2134.-
7. Testing rakes, wings, voids, main cargo tanks to be U.S.C.G. witnessed
78 man hours @ \$ 19.00 per man hour - 5680-414- - - - - 1,482.00
403 741.
418 741.-

CONTINUE ON PAGE #2

INVOICE # 1-1 (87)

WORK/ORDER # 996

PURCHASE ORDER # 017S-102

JANUARY 14, 1987

TANK BARGE "D.M.-951" REPAIRS

PAGE # 2

8. Internal and external repairs, repairs as marked by U.S.C.G. and owners rep., including 160' of rewelding.
- | | | | |
|--|---------------------------------|------|----------------|
| 300 man hours @ \$19.00 per man hour | 5680 $\frac{1}{3} = 403$ 2432.8 | { \$ | 5,700.00 |
| 2,110# plate & structural, oxygen, gas, welding wire | 402 4732.2 | | 910.00 |
| 160' of rewelding @ \$3.50 per len/ft | | | 560.00 |
| | | | <u>7170.00</u> |
9. Sand blast and apply coating to sides, to deck, bottom and rake ends, shift vessel on blocks and paint block spots. 2 1/2 to 3 mills dry, buff primer, 8 to 10 mills of black epoxy (owner furnished coating)
- | | | | |
|--------------------------------------|-------------|---|----------|
| 365 man hours @ \$18.00 per man hour | 5550 1A 460 | { | 6,570.00 |
| sand and wash thinner for equipment | 412 | | 810.00 |
| | 7380.00 | | |

TOTAL LABOR AND MATERIAL - - Invoice amount \$ 44,908.00

SERIAL NO. D 45000

Survey Requested by SEA SHIPYARD	Vessel Owner or Agent W.C. 996	Date 5-13-87
Vessel DM 951	Type of Vessel TANK BARGE	Specific Location of Vessel STA MEMPHIS
Last Three (3) Cargoes COAL TANK (3)	Test Method JAN 2000 O2/LEL/VISUAL	Time Survey Completed 5:30 PM

ALL CARGO TANKS (3)
WING DOUBLE BOTTOM TANKS (1-4 DTS)
FORWARD & AFTER RAKES

SAFE FOR WORKERS
SAFE FOR HOT WORK
AIR BLOWER IN WORK
TANK (MIN 500 CFM).

CARGO LINES

OPEN, DRAINED.

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2.3 of NFPA 306 and understands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed W. B. Halsey SR 4 3/4 5-13-87 Date 5-13-87 Signed W. B. Halsey 537 Marine Chemist Certificate No.



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "D M 948
and/or charters and/or owners
KOPPERS COMPANY, INC.
850 KOPPERS BUILDING
PITTSBURGH, PA. 15219
ATT: MR JIM CAFARO

INVOICE NO. 6 - 7 (87)

WORK ORDER NO. 1004 M

DATE JUNE 19 19 87

P.O. NO. 057-S-173

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR CLEANING TANK
BARGE "DM 948" AND FURNISHING GAS FREE
CERTIFICATE AS PER INSTRUCTIONS AND AS
PER SHEET ATTACHED----- \$ 29,679.30

checked by

[Signature]

Recd - 7/24/87

INVOICE # 6 - 7 (87)
WORK ORDER # 1004
JUNE 19, 1987

TANK BARGE "D.M. 948"
and/or charters and/or owners
KOPPERS COMPANY, INC.
850 KOPPERS BUILDING
PITTSBURGH, PA. 15219

ATTENTION: MR. JIM CAFARO

As per instructions from Mr. Jessie Sandlin - Dravo Mechling Inc, New Orleans, La., we invoice you for cleaning and gas free certificate for subject barge D.M.948 as follows:

1. Gas free and clean safe for men, safe for fire 195' x 35' x 15' double skin coal tar tank barge. Products in main tanks 2 to 4' deep, corners and behind pipe lines. Butter worth and wash oil residue from product then shovel to buckets and remove with crane in fabricated pipe container to shore, chemical and rewash tanks after removing heavy residue. Drop valve suctions to check pipe line for products and replace. Wash and clean interbottom and wing tanks containing products.

1228 man hours @ \$ 18.00 per man hour - - - - - \$ 22,104.00

Chemicals, diesel, boiler fuel, protective clothing,
and crane service - - - - - 6,162.00

TOTAL LABOR AND MATERIAL - - - - - \$ 28,266.00

5% state and parish sales tax - - - - - 1,413.30

INVOICE AMOUNT DUE - - - - - \$ 29,679.30

cc: Mr Jessie Sandlin
Dravo Mechling corp
New Orleans, La.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

DOUBLE SKIN TANK BARGE [REDACTED]
and/or charters and/or owners
DRAVO MECHLING CORP.
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70512-2189

ATTENTION: MR. JESSIE SANDLIN

INVOICE NO. 7 - 2 (87)

WORK ORDER NO. 1004

DATE JULY 10TH 1987

P.O. NO. * 057-S-173-15000
* 047-S-234-20,000

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR REPAIRS TO YOUR DOUBLE
SKIN TANK BARGE [REDACTED] AS PER YOUR INSTRUCTIONS
AND AS PER ATTACHED SHEETS. - - - - -

IA 506 & 506-1

\$ 26,465.00

[Handwritten signature]

CHECKED BY

[Handwritten signature]

VEHICLE NUMBER	DATE
128735	9/4
VEHICLE REGISTRATION	
815527	26 465.00

Reclassified
to 95 919925708910
see JV 95-13 made in
September
9/30/87
[Handwritten signature]



Major
Authorization for [REDACTED] Expenditure

☐ Capital Expenditure ☐ Major Expense Item

DIVISION / SUBSIDIARY / STAFF DRAVO MECHLING Page 1 of 1

SUBMITTED BY P.T. PAYTON DATE 7 / 7 /

PROJECT DESCRIPTION

ADDITIONAL REPAIRS TO DM 948

Number of Units	Unit Price	Total Cost	Total Net Earnings	Timing Requirements (month and year)		
				Firm Order	Delivery	Completed Installation
1	\$3965.00	\$3965.00		/	/	/

No. of Quotations Attached

Planned Current Estimate (over) / under Plan	TOTAL COST									
	Current Year 19 <u> </u>					Next Four Years				Beyond
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total	19 <u> </u>	19 <u> </u>	19 <u> </u>	19 <u> </u>	
			3965.00		3965.00					

Calculations Attached:

Return on Investment % Payback Period yrs

PURPOSE AND JUSTIFICATION (Describe Fully)

After completion of sandblasting and prior to painting the hull, it was determined that approximately 300' of bilge lap seam weld was wasted and needed to be rewelded. Also, the Blackmer pump had to be completely rebuilt.

PLANS & SPECIFICATIONS OR OTHER SUPPORTING DATA ATTACHED

RECOMMENDATION:

Philip L. Payton Date 7 / 7 / 87
Date / /
Date / /

NOTIFICATION:

Date / /
Date / /
Date / /

APPROVAL:

Date / /

PROJECT NO

506-1

CONTINUE WITH TANK BARGE "DE-948"

PAGE #2

6.	Coil repairs and testing		
	36 man hours @ \$19.00 per man hour	---	\$ 684.00
	materials	---	413 28.00
			712.00
7.	Furnish labor and materials to install 10 expansion plates in wing and rake tanks bhd, gouge and re-weld bhd fracture, install flanged plate at bhd fracture inside main tanks, install angles support at cargo pipe line suction. Check dreper coupling as previously installed on other barge.		
	298 man hours @ \$19.00 per man hour	---	5,662.00
	1286# plate and structural, oxygen, gas & rods	---	418 747.00
			640.00
8.	Test cargo tanks, wings, voids, bhd and cargo pipe line labor and material	---	
	42 man hours @ \$19.00 per man hour	---	5680 411 798.00
9.	Pick up and sweep & clean wings and cargo tanks after repairs.		
	36 man hours \$ \$18.00 per man hour	---	418 648.00
10.	Burn, guage 10 test holes for U.S.C.G., record guaging, weld inside and out after guageing and inspections.		
	38 man hours @ \$19.00 per man hour	---	5680 401 403 722.00
11.	Rewelding on P/S knuckle & lap, USCG required after blasting plus 60 feet of weld pick up in wings - 710 len feet- one & two pass welding @\$3.50 per ft. (L&M)	---	5680 401 2,485.00
12.	Remove cargo "Blackmer Pump" from vessel to shop, clean, replace or repair with owner furnish parts, test after reinstall back on vessel, new bolts, nuts & gaskets		
	98 man hours @ \$19.00 per man hour	---	408 1,862.00
13.	Blast sides, bottom and ends as requested to remove rusted area to bright metal, apply one coat devoe 201 primer & 8 mills of 230 black. Plast P/S knuckle to bright metal and apply as directed by Devoe paint rep 2-8 mill coat of Devoe 238 black.		
	338 man hours @ \$ 18.00 per man hour	---	412 6,084.00
	Sand thinner and supplies	---	862.00
			6946.00
	TOTAL LABOR AND MATERIAL	---	\$ 56,144.00
	LESS INVOICE 6-7 (87) BILLED TO KOPPERS CORO.	---	(29,679.00)
	INVOICE AMOUNT DUE	---	\$ 26,465.00

LA 506 & 506-1

DOUBLE SKIN TANK BARGE "DM-948"
and/or charters and/or owners
DRAVO MECHLING CORP.
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189

ATTENTION: MR. JESSIE SANDLIN

Invoice for repairs to Dravo tank barge DM-948 as follows:

1. Cleaning safe for men, safe for fire-including gas free certificate.

Item #2 billed to Koppers Co. 5/15/87-S.B.A. Invoice
#6-7 (87) in the amount of - - - - - \$ 29,679.00

3. Dry docking vessel - allowing lay days on marine railway
to complete inspection and shifting to blast & coat
block spots and undocking vessel 7/3/87 paid holiday
as per request - - - Labor and material - - - - - 1,390.00

4. U. S. C. G. Bi-Annual & drydocking inspections, signs,
draft marks, P/V valves, remote shut down, one pressure
gauge.
15 man hours @ \$19.00 per man hour - - - - - 285.00
Gaskets, bolts, nuts & misc supplies - - - - - 146.00

5. Steel work after inspections-owners rep. & U.S.C.G.:

STERN RAKE TANK:

16' of 6 x 4 x 3/8" angles, 10 pcs 15" x 15" x 3/8" bkts,
2 pcs of 18" x 30" x 3/8" corner bkts

#4 STB WING:

16 feet of weld pick ups

#3 STB WING:

12 feet of weld pick ups

#2 STB WING:

6'6" of 7" x 12.3 channel, 10 feet of weld pick up

#1 STB:

16 feet of weld pick up

#1 PORT WING:

8' of 7" x 12.3# channel, 1 pc 18" x 20" x 3/8" plate
frame insert, 2 pcs of 32" x 3" x 5/16 angle truss,
2 pcs 9" x 15" x 3/8" side and bhd bkts.

#2 PORT WING:

5 pcs 1' x 1' x 3/8" side sheet bkts & 2 pcs 9" x 15" x
bhd bkts, 1 pc 6'6" x 7" x 12.25 channel, 12 ft of weld
pick up.

#2 PORT WING:

2 - 1' x 1' x 3/8" side & frm bkts, 12 feet of weld
pick up.

#4 PORT WING:

4 pcs 9" x 15" x 3/8" side sheet bkt, 6' of weld pickup.

BOW RAKE:

1 pc 6' x 3" x 4" x 5/16" diag brace

Total plate and structural 2727# @ .27¢ per lb. - - - 736.00

Oxygen, gas, rods - - - - - 286.00

160 man hour @ \$19.00 per man hour - - - - - 3,040.00

CONTINUE ON PAGE #2

Total 4062.00 + 1353.84 = 2708.14

3280.
1/3 = 403
2/3 = 402

Survey Requested by DM 948 Vessel Owner or Agent TANK BARGE Date 6-10-87
Type of Vessel TANK BARGE Specific Location of Vessel SEA
Test Method CO2 Time Survey Completed 1:45 PM
at Three (3) Cargoes

BOU RAKE } SAFE FOR WORKERS - SAFE FOR HOT WORK
STERN RAKE }
WING VOID D.B. No. 1-2-4 - SAFE FOR WORKERS - SAFE FOR HOT WORK
WING VOID D.B. No. 3 - SAFE FOR WORKERS
SAFE FOR HOT WORK
FIREWATCH WITH CHARGED FIREHOSE
REQD. FOR HOTWORK IN FORWARD MOST
BAY.
CARGO TANKS # 1-2-3 - SAFE FOR WORKERS
SAFE FOR HOTWORK
PORTABLE AIR VENTILATION REQD. (MIN. 1000 CFM)
STEAM COILS - BLOWN WITH AIR - SAFE FOR HOTWORK
PAUL LINES - WASHED & DRAINED -

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or tube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed [Signature] Date 6-10-87 Signed [Signature] Marine Chemist
DM-4-86



S. B. A. SHIPYARDS, INC.

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(42)

TANK BARGE "D M 932"
and/or charters and/or owners
DRAVO MECHLING CORPORATION
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189

ATT: MR. JESSIE SANDLIN

INVOICE NO. 9 - 5 (87)

WORK ORDER NO. 1008

DATE SEPT. 17TH 1987

P. O. NO. 077-S048

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT TO DO THE FOLLOWING
AS PER INSTRUCTIONS:

Testing and repairing coils - - - - - \$ 385.00 413

Blasting and coating trunk & trunk sides,
deck rake ends and structural, 12,640
sq.ft. @ .50¢ per sq ft., apply owner
furnished coating as directed. - - - - - 6,300.00 412

INVOICE AMOUNT DUE - - - - - \$ 6,685.00

ZHR

[Signature]

checked by *[Signature]*

RECEIVED
ACCOUNTING

DEC 21 1987

DRAVO MECHLING
CORPORATION

PERSON NUMBER	DUE DATE	INIT.
128735	1/19/88	[Signature]
NUMBER NUMBER	TOTAL	
1219732	6685.00	



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "D M 932"
and/or owners and/or charters
KOPPERS CO. INC.
850 KOPPERS BLDG
PITTSBURGH, PA. 15219

Att: Mr. Jim Cafaro

INVOICE NO. 7 - 4 (87)

WORK ORDER NO. 1008

DATE JULY 28TH 19 87

P.O. NO. D.M. P/O#077-S048

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

1. Shift vessel from river to cleaning facility south side of yard. Gas free and clean 195 x 35 x 15' double skin tank barge, safe for men and safe for fire. Clean for change of cargo, including removing suction drops, cleaning cargo lines, approximately 40 bbls of solidified products from 3 main cargo tanks. Chemical wash and chip products from sumps.	
485 man hours @ \$ 18.00 per man hour - - - - -	\$ 8,730.00
Cleaning chemical, diesel, boiler fuel, protective clothing and crane service - - - - -	4,682.00
2. Gas free chemist certificate - - - - -	250.00
TOTAL LABOR AND MATERIAL - - - - -	\$ 13,662.00
5% STATE AND PARISH SALES TAX - - - - -	683.10
INVOICE AMOUNT DUE - - - - -	\$ 14,345.10

Checked By

CC: Mr. Jessie Sandlin

Marine Chemist, Inc. of Texas
P. O. Box 3622, Beaumont, Texas 77734
(409) 832-6409, 836-4222, 836-4223
W. B. Hatzaway 537 R. L. Mercer 577

Marine Chemist, Inc. of Texas

SERIAL NO. D 46816

W. D. 1008

SEA SAILOR

DEAN MERRING

7-24-87

Requested by

Vessel Owner or Agent

Date

DM 932

TANK BARGE

SEA SAILOR

CONCRETE

JALCOMB Oiled/Vision

Specific Location of Vessel

Three (3) Cargoes

Test Method

Time Survey Completed

ALL CARGO TANKS (1, 2, + 3)
ALL WING DOUBLE BOTTOM TANKS (1-4) (+ 5)
FORWARDS + AFTER TANKS

SAFE FOR WORKERS
SAFE FOR HOT WORK
AIR BLOWER IN
WORK TANK (MIN 500 CM)

CATEROLINES

OPEN & DRAINED

STEAM COILS

AIR BLOWN, SAFE FOR HOT WORK

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed

Name

Company

Date

Signed

Marine Chemist

Certificate No.

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

Printed in U.S.A.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

(43)



TANK BARGE "D.M. 947"
and/or owners and/or charters
NATIONAL MARINE, INC.
POST OFFICE BOX 52189
NEW ORLEANS, LOUISIANA 70512-2189

INVOICE NO. 4 - 4 (88)
WORK ORDER NO. 1040
DATE APRIL 29TH 1988
P. O. NO.

ATT: MR. JESSIE SANDLIN

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR CLEANING, DOCKING,
REPAIRS, TESTING AND COATING YOUR TANK BARGE
"D.M. 947" AS PER YOUR INSTRUCTIONS AND AS PER
SHEETS ATTACHED. - - - - - \$ 36,598.00

W0# 588900J

checked by

Taxable 1/2
Paid Nov.

ACCOUNTS PAYABLE
RECEIVED
MAY 18 1988
NATIONAL MARINE
INCORPORATED

128735	4418	9V
515349	36598.00	

65-0861

TANK BARGE "D M-947"
and/or owners and/or charters
NATIONAL MARINE, INC.
POST OFFICE BOX 52189
NEW ORLEANS, LA. 70512-2189

ATTENTION: MR. JESSIE SANDLIN

INVOICE FOR CLEANING, DOCKING, REPAIRS, TESTING AND COATING AS
PER U.S.C.G. AND OWNERS REP. MR. LLOYD MURPHY.

1. Shift vessel from river to gas free plant and cleaning facility
Gas free and clean cresote and coal tar products from three
main cargo tanks, wings and rake tanks. Safe for men and safe
for fire including cargo lines, pumps, steam lines, etc.
380 man hours @ \$18.00 per man hour - - - - - *\$ 6,840.00
Boiler fuel, diesel for pumps, chemical, protective clothing,
flash lights and batteries - - - - - * 2,357.00
2. Furnish gas free certificate plus benzine test - - - - - * 300.00
3. Dry dock vessel, undock, shift on ways to coat block spots,
including lay time to complete repairs, testing, blasting and
coating - - - - - 460 - 1,278.00
4. U.S.C.G. Bi-Annual and dry docking credit, signs, draft marks,
remove and clean P/V valves, repack valves, remote shut down,
hatch dogs.
39 man hours @ \$19.00 per man hour - - - - - 412 741.00
Materials-bolts, nuts, gaskets etc. - - - - - 412 156.00
5. Furnish angles, fabricate and install angle stanching and U-
bolt to support cargo suction - piping - renew gaskets in
dressers.
23 man hours @ \$ 19.00 per man hour - - - - - 411 437.00
Angles, u-bolt, oxygen, gas, rods - - - - - 1 107.00
544.00
6. Steel work, internal repairs required by owners rep and
U.S.C.G. as follows:
#1 STB WING
5 pcs of 9" x 15" x 3/8" side sheet bkts, 8 - 6" weld
pick ups
#2 STB WING
2 pcs of 7" x 7" x 9.8# channel, 4 pcs of 9" x 15" x 3/8"
side sheet bkts; 2 pcs of 18" x 18" x 3/8" frame inserts, 4
pcs of 10" x 10" x 3/8" side cord bkts, 7 - 6" weld pick
ups.
#3 STB TANK (WING)
15 - 6" weld pick ups
#4 STB WING TANK
3 pcs of 10" x 7" x 3/8" side cord bkts, 2 pcs of 3' x 3' x
4" X 3/8" angle, 10 - 6" weld pick ups.
#4 PORT WING TANK
1 pc of 18" x 26" x 3/8" webb frame inserts, 2 pcs of 10" x
10" x 3/8" side cord bkts, 4 pcs of 9" x 15" x 3/8" bkts,
6 - 6" weld pick ups.
STERN RAKE VOID
5 pcs of 15" x 15" x 3/8" bkts, 1 pc of 6 x 4 x 3/8" angle
4' long, 1 pc of 9' x 6 x 4 x 3/8" angle, 1 pc of 18" x 32"
x 3/8" corner plate bkt, 6 pcs of 12" x 12" x 3/8" bkts, 1
pc of 14" x 14" x 3/8" deck plate inserts, 18 - 6" weld
pick ups.

CONTINUE ON PAGE #2

* F/B#5-0861
A/C 9/99-1810
Billed Kopper
9497.00
DM 947
trip 12.1

PAGE # 2

CONTINUE WITH REPAIRS D M 947

#2 PORT WING TANK

1 pc of 6'6" x 7" x 9.8# channel, 1 pc of 3' x 3 x 3 x 3/8 angle, 2 pcs of 18" x 18" x 3/8" frame inserts, 3 pcs of 9" x 15" x 3/8" bkts, 4 pcs of 10" x 10" x 3/8" bkts, 12 6" weld pickups.

#3 PORT WING TANK

2 pcs of 9" x 10" x 3/8" bkts, 1 pc 18" x 2' x 3/8" plate frame inserts, 6'8" of 7" 9.8# channel, 2 pcs of 18" x 18" x 3/8" plate frame inserts, 1 pc of 31" x 14" x 3/8" frame inserts, 1 pc 6" of 9" 15# channel, e pcs of 7" 9.8# x 7' channel, 10 - 6" weld pick ups.

#1 PORT WING TANK

5 pcs of 9" x 15" x 3/8" bkts, 3 pcs of 10" x 10" x 3/8" bkts, 12 - 6" weld pick ups.

Total plate and structural 1452 lbs and 43 feet of welding required.

286 man hours @ \$ 19.00 per man hour - - - $\frac{2}{3} = 402$ - - 5,432.00
 Plate, structural, rods, oxygen, gas - - - $\frac{1}{3} = 403$ - - 1,200.00

7. Furnish labor and material to fabricate and install 10 wing tank expansion joints of 5/16" plate and 6 pcs of 8" x 8" x 3/8" plate doublers in main tanks @ wing BHD inserts.

165 man hours @ \$19.00 per man hour - - - - - $\frac{4}{5} = 366.00$ - - 3,135.00
 Plate, structural, oxygen, gas and rods - - - - - 526.00

8. Remove Blackmer pump, disassemble and clean, install new owner furnished cylinder, slinger rings, rods seals and gaskets, reinstall on barge, test run with power unit.

48 man hours @ \$19.00 per man hour - - - - - $\frac{4}{5} = 408$ - - 912.00

9. Reweld seams and butts, Port and Stb knuckles and bottom, seams and butts as per U.S.C.G. and owners rep.

630 feet @ \$3.50 per len ft. L & M - - - - - $\frac{4}{5} = 401$ - - 2,205.00

10. Install 3 owner furnished sight glasses in main tank cargo hatches as directed.

12 man hours @ \$19.00 per man hour L & M - - - - - $\frac{4}{5} = 425$ - - 228.00

11. Air test Port & STB wings, rake tanks and 3 main cargo tanks, test cargo piping, furnish and install new 6" valve on discharge header as directed by LLOYD Murphy. (U.S.C.G. Witnessed test)

68 man hours @ \$18.00 per man hour L & M - - - - - $\frac{1}{2} = 402$ - - 1,224.00
 $\frac{1}{2} = 418$ - - $\frac{62.00}{2}$

12. Test and repair - steam coils in wings and main cargo tanks, renew steam hose and connections as directed by owners rep, remove insulation at deck penetration, renew piping as required. reinsulate and repair deck steam header insulation and one new 1½" steam relief valve.

70 man hours @ \$19.00 per man hour - - - - - $\frac{4}{5} = 413$ - - 1,330.00

Steam house and connections, 2" pipe, 1½" steam relief valve, insulation - - - - - $\frac{4}{5} = 115$ - - 115.00

CONTINUE ON PAGE #3

PAGE # 3

CONTINUE WITH REPAIRS D. M. 947

13. Sand blast and apply 3 to 4 mills of Devoe 201 primer and 10 mills of 230 black to sides, ends and bottom, white blast and coat knuckles, one coat blue 238 and over coat with #230 black, blast and remove tar from areas of deck and coat with Devoe grey. Paint stripe and hatches as directed (owner furnished coating)

425 man hours @ \$ 17.00 per man hour- - - - - 7,225.00

sand, thinner for cleaning equipment- - - - - 850.00

12,975 sq/ft blasting and coating

TOTAL LABOR AND MATERIAL - - - - - \$ 36,598.00

W.D. 1040

SERIAL NO. D 74802

Survey Requested by BIM 947	Vessel Owner or Agent TANK ISARCC	Date 4-8-88
Vessel CONCRETE	Type of Vessel JULIUS M. C. / TECHNICAL	Specific Location of Vessel 4:00 PM
Three (3) Cargoes	Test Method	Time Survey Completed

ALL CARGO TANKS (1, 2, 4, 3)

BENEATH RESTRICTION
ENTER WITH RESTRICTIONS
AIR VENTILATION MIN. 500 CFM
USE 1/2 FACE RESPIRATOR
WITH ORGANIC RESPIRATOR
CHANGE CARTRIDGE EVERY
16 HRS., NO MORE THAN
16 HRS. PER MAN PER DAY.
SAFE FOR HOT WORK.

FORWARD & AFTER RAKES
WITH DOUBLE BOTTOM TANKS 1-4 PAS

SAFE FOR WORKERS
SAFE FOR HOT WORK
AIR BLOWER IN WORK TANK
(MIN. 500 CFM)

STEAM COILS

AIR BLOWER, SAFE FOR HOT WORK

CARGO LINES

SAFE FOR HOT WORK
WITH AIR ON LINES.

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Red James Marshall SPA 4-8-88 Signed W. B. Hataway # 537
Name Date Marine Chemist Certificate No.



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(44)

Q

ACCOUNTS PAYABLE RECEIVED

TANK BARGE DM-952

AUG 12 1988

And/or Owner And/or Charters,

National Marine Service Inc. NATIONAL MARINE

P.O. Box 52189

New Orleans, LA 70512-2189

INCORPORATED

Attention: Mr. Jessie Sandlin

INVOICE NO. 8-2 (88)

WORK ORDER NO. 1077

DATE August 9, 19 88

P.O. NO. 688-S-016

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR CLEANING,
DOCKING, BLASTING, COATING, AND STEEL
WORK TO TANK BARGE DM-952, AS PER YOUR
INSTRUCTIONS, AS PER ATTACHED SHEETS.

TOTAL LABOR AND MATERIALS. \$47,997.00

TOTAL AMOUNT OF INVOICE DUE \$47,997.00

500
37588.00

Taxable 1%
Paid Nov-

RP
8/22/88

Checked By

VENDOR NUMBER	128735	DUE DATE	9/9	INITIAL	OK
VOUCHER NUMBER	816194	TOTAL	47,997.00		

*14469.00 rebilled
to Zipper per
attached copy of
PSP's memo
of 8/23/88
INV# 08- 1125
A/C 9199-1810

INVOICE NO. 8-2 (88)
ORDER NO. 1077
DATE August 9, 1988
P.O.NO. 688-S-016

TANK BARGE DM-952
And/or Owner And/or Charters,
NATIONAL MARINE SERVICE INC.
P.O. Box 52189
New Orleans, LA 70512-2189

Attention: Mr. Jessie Sandlin

INSTRUCTIONS FOR REPAIRS AS AUTHORIZED

Invoice for Cleaning, Docking, Blasting, Coating, and Steelwork
as follows:

1. Shift Barge from river to Cleaning Facility on South-
side of yard. Shift back to Marine railway; Gas-Free
and clean vessel SAFE FOR MEN, SAFE FOR FIRE including
steam coils, pipeline, main cargo tanks, wings and
double bottoms; Pump and Strainer, including Rake ends.
Bucket and pick-up residue - chemical and rewash vessel.
486 man hours @\$18.00 per man hour *Rebill Kopper* 8,748.00 *
2. Furnish Gas-Free chemist certificate including Benzene
check. 300.00 *
3. Dry dock vessel. Shift on Stock to blast and coat
block spots; undock, including 12 lay days on marine
railway. *500* 1,200.00
4. Steel work as requested by U.S.C.G. and Owner Represen-
tative as follows:
Stern Rake Tank
3 corner Bkts., 3' x 1.6" x 15.3#, ten 12" x 12" x 15.3#
Head log Bkts., 8' of 4" x 4' x 3/8" diagonal
#1. STB Wing, and Bottom, and Side-sheet
One 15" x 36" x 3/8" deck plate, one 3'6" x 2'6" x 3/8"
side sheet and deck knuckle. Formed plate, 2 peices
of 2' x 4' x 3/8" Frame Plate, one 12" x 2' x 3/8"
Frame plate. Two 9" x 15" x 3/8" BHD Bkts. One
peice 10' x 18" x 3/8" Bottom Frame plate.
#1. Port Wing
Eight 9" x 15" x 3/8" BHD Bkts., two peices of
7' x 4" x 3" x 3/8" side sheet angles. One peice
of formed deck knuckle, 7' x 3'6" x 3/8" plate.
#2. Port Wing
One side cord channel, 7' x 8" - 13.7#; one 28" x 6' x 3/8"
Bottom cord frame.
#3. Port Wing
Three 9" x 15" x 3/8" BHD Bkts., 5' of 8" Side cord
channel; One side cord channel, 8" x 7'; One piece
frame plate, 18" x 27" x 3/8".
#3. STb. Wing
Two pieces of 18" x 27" 3/8" Frame Cord.
#4. Port Wing
Eleven, 9" x 15" x 3/8" BHD Bkts.
#4. STb. Wing Tanks
Five, 9" x 15" x 3/8" BHD Bkts.

Main Cargo Tanks
Six pieces of 18" x 12" x 5/16" Formed plate with
1/2" plug at transverse. Bottom BHDs where expan-
sion where plate installed in wings. 62' of reweld-
ing in Wing Rake tanks and double bottom. Reweld
splits in suction Bells; install additional angle
support on suctions. Repair split in #3 tanks, Sump
at suction.

#2. STb Wing Tank

One piece of 27" x 6' x 3/8" bottom Frame cord.
Six pieces of 12' x 18' x 1/4" doubler in Main tank.
One piece of 6" x 4" x 3/8" angle. Stand under cargo,
Suction header - #1. tank

496 man hours labor @\$19.00 per man hour 9,424.00
Plate, Structural, Oxygen, Gas, & Rods 1,824.00

5. U.S.C.G. Requirements:

Gaskets, P./V.Valves, Screens, Draftmarks, Signs,
Test cargo header, replace steam relief valve, remote
shutdown, start & run power unit.

35 man hours @\$19.00 per man hour 665.00
Bolts, nuts, gaskets, screen, hardware 138.00

6. Reweld bottom seams, butts, lap and knuckle and corner seams after blasting to Bright metal. One & two passes.

1168 lin. feet @\$3.50 per Lin. foot, including
welding wire, blasting, etc. 4,088.00

7. Test & Repair Steam coils.

38 man hours @\$19.00 per man hour 722.00

8. Install 3 - owner furnished Sight Glasses as directed.

31 man hours @\$19.00 per man hr. 589.00

9. Test Wings, Voids, Rake end, BHDs, main tanks, - air to 2# soap and water spray. U.S.C.G. witnessed testing.

56 man hours @\$19.00 per man hr. L & Mat. 1,064.00

10. Sand blast to white metal; Bottom, side, rake ends.

Blast all of tanks, trunks, side & ends to remove rust
and coal tar. Prime coat with Buff primer, over coat
Bottom, Sides and End with Coal tar-Epoxy Black. Decks
and trunk with Grey Devoe, as required and inspected
by Devoe rep.

761 man hours @\$17.00 per man hr. 12,937.00
Sand & Thinner for cleaning equipment 1,936.00

TOTAL LABOR & MATERIALS \$47,997.00

* 1885.00
To be rebill due to
Spillage

Plus 682.50
material / Point

Cleaning Time

Plus Sight Glass
3-sets \$ 2,205.00

From 6-29 0700

To 7-15 - 1530

17 Day

Plus

3 Sight
Glasses

20

P.O. BOX 3302, WENAMOUTH, TEXAS, 77704

(409) 332-6409, 866-4822, 866-1223

N. B. HATAWAY 538

K.L. MERCER 577

6.10.20 10:40

SERIAL NO. D 104013

BR 5.11

Requested by

Vessel Owner or Agent

Date

77-952

TANK FURGE

Type of Vessel

Specific Location of Vessel

Three (3) Cargoes

Test Method

Time Survey Completed

SAFE FOR WORKERS

SAFE FOR HOTWORK

SAFE FOR WORKERS

SAFE FOR HOTWORK

SAFE FOR HOTWORK

ENTER WITH RESTRICTIONS

WALK TANKS #1-2-3

WALK FACE RESPIRATOR REQ'D FOR

ENTRY OVER 4 HOURS P-R SHIFT

FORCED AIR VENTILATION REQ'D (MINIMUM CFM)

LESS THAN 1 PPM BENZENE

SAFE FOR HOTWORK

SAFE FOR HOTWORK

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

ned 538

7-11-55

Signed



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

(45)

TANK BARGE "DM-952" and/or OWNERS and/or CHARTERS
NATIONAL MARINE SERVICE, INC.
P.O. Box 52189
NEW ORLEANS, LA 70512-2189

Attention: Mr. Phil Peyton

INVOICE NO. 11-2 (88)

WORK ORDER NO. #1097

DATE November 9, 19 88

P.O. NO. 1188-P-05

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for cleaning and repairs to
TANK BARGE "DM-952" as per your instructions,
and as per attached sheet.

TOTAL LABOR AND MATERIALS \$6,388.00

1% State Sales Tax Due 63.88

TOTAL AMOUNT DUE FOR THIS INVOICE \$6,451.88

Checked By

S.B.A. SHIPYARDS, INC.

Jennings, LA 70546

INVOICE NO. 11-2 (88)
WORK ORDER NO. #1097
DATE: November 9, 1988
P. O. NO. 1188-P-05

TANK BARGE "DM-952" and/or
OWNERS, and/or CHARTERS,
NATIONAL MARINE SERVICE, INC.
P.O. Box 52189
New Orleans, LA 70512-2189
Attention: Mr. Phil Peyton

Invoice for cleaning and repairs to Tank Barge "DM-952" as follows:

- COAL TANK DISTILLATE*
1. Shift Vessel from Northside of yard to Barge cleaning facility and return to repair area after cleaning.
GAS FREE three main cargo tanks and remove approximately 1½ feet of Product from #2. Inter Bottom. Blow Steam coils and drop pipe lines; all safe for men and safe for Fire.
216 man hours @ \$19.00 per man hour. \$4,104.00
Chemical, Diesel, Boiler fuel, 1,221.00
 2. Furnish GAS FREE Chemist Certificate, and a Benzene Check. 300.00
 3. Repair Fracture, after end of #1. Port Cargo Tanks, two splits, where Transverse Floor tore holes in interbottom plates; Gauge, welded inside and under longitudinal frame, repaired leaking Steam coil- (Ells and nipples), found holes. Air tested all wings to check main tanks and repairs.
36 man hours @ \$20.00 per man hour. 720.00
Welding wire, soap, screw pipe fittings, 43.00
- TOTAL LABOR AND MATERIALS \$6,388.00
1½ State Sales Tax Due 63.88
- TOTAL AMOUNT DUE FOR THIS INVOICE \$6,451.88

SERIAL NO. D 1141/4

Requested by: SAFETY Vessel Owner or Agent: SAFETY Date: 11/11/86
 Type of Vessel: DRAGER TUBE Specific Location of Vessel: SAFETY
 Three (3) Cargoes: LOCAL TANK Test Method: 1 Time Survey Completed: 11/11/86

ALL CARGO TANKS (1,2,13) ENTER WITH RESTRICTIONS
4 HRS WITHOUT MASK
12 HRS WITH HALF MASK
USING ORGANIC VAPOR PROTECT
AIR FLOW IN WORK TANK
(MIN. SUFFICIENT)
SAFE FOR HOT WORK

SOURCE 1-4 TANKS 1-4 DRS NO DETECTABLE LEAKAGE
REPAIRS AND TANKS SAFE FOR WORKERS
ADJACENT TANKS NO DETECTABLE LEAKAGE
(ADJACENT TANKS)

STEEL COILS NO DETECTABLE LEAKAGE

PIPE LINES OPEN DRAINED

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or release of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

I, undersigned, acknowledge receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed: [Signature] Date: 11/11/86 Marine Chemist: [Signature] Certificate No: 1141/4

National Marine Inc.
P.O. Box 52189
New Orleans, LA 70152-2189

58597

DATE	INVOICE NO. OR REFERENCE	AMOUNT	DISCOUNT	BALANCE
12/09/88	11-2(88)	6,451.88	.00	6,451.88
TOTALS		6,451.88	.00	6,451.88

PLEASE DETACH STATEMENT BEFORE DEPOSITING CHECK



National Marine

National Marine Inc.
P.O. Box 52189
New Orleans, LA 70152-2189
A Member of the Vectura Group

CoreStates Bank
of Delaware NA

CHECK NO.

58597

62-22
311

DATE 12/09/88

AMOUNT PAID

*****6,451.88

SIX THOUSAND FOUR HUNDRED FIFTY ONE AND ***** 88/100 DOLLARS

PAY TO THE ORDER OF S B A SHIPYARDS INC
P O BOX 1386
JENNINGS, LA 70546

NON-NEGOTIABLE

⑈058597⑈ ⑆031100225⑆ 0034⑈5631⑈



S. B. A. SHIPYARDS, INC.

P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

6

TANK BARGE "DM-952" and/or OWNERS and/or CHARTERS
NATIONAL MARINE SERVICE, INC.
P.O. Box 52189
NEW ORLEANS, LA 70512-2189

Attention: Mr. Phil Peyton

INVOICE NO. 11-2 (88)

WORK ORDER NO. #1097

DATE November 9, 1988

P.O. NO. 1188-P-05

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we are not responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, warpage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for cleaning and repairs to
TANK BARGE "DM-952" as per your instructions,
and as per attached sheet.

TOTAL LABOR AND MATERIALS \$6,388.00

1% State Sales Tax Due 63.88

TOTAL AMOUNT DUE FOR THIS INVOICE \$6,451.88

APPROVED FOR PAYMENT

Int. RP Date 11-17-88

Code DM952-500

Checked By [Signature]

VENDOR NUMBER	DUE DATE	INT.
128735	11/17/88	
VOUCHER NUMBER	TOTAL	
1210635	6451.88	

S.B.A. SHIPYARDS, INC.

Jennings, LA 70546

INVOICE NO. 11-2 (88)
WORK ORDER NO. #1097
DATE: November 9, 1988
P. O. NO. 1188-P-05

TANK BARGE "DM-952" and/or
OWNERS, and/or CHARTERS,
NATIONAL MARINE SERVICE, INC.
P.O. Box 52189
New Orleans, LA 70512-2189
Attention: Mr. Phil Peyton

Invoice for cleaning and repairs to Tank Barge "DM-952" as follows:

1. Shift Vessel from Northside of yard to Barge cleaning facility and return to repair area after cleaning.
GAS FREE three main cargo tanks and remove approximately 1½ feet of Product from #2. Inter Bottom. Blow Steam coils and drop pipe lines; all safe for men and safe for Fire.
216 man hours @ \$19.00 per man hour. \$4,104.00
Chemical, Diesel, Boiler fuel, 1,221.00
 2. Furnish GAS FREE Chemist Certificate, and a Benzene Check. 300.00
 3. Repair Fracture, after end of #1. Port Cargo Tanks, two splits, where Transverse Floor tore holes in interbottom plates; Gauge, welded inside and under longitudinal frame, repaired leaking Steam coil- (Ells and nipples), found holes. Air tested all wings to check main tanks and repairs.
36 man hours @ \$20.00 per man hour. 720.00
Welding wire, soap, screw pipe fittings, 43.00
- TOTAL LABOR AND MATERIALS \$6,388.00
1% State Sales Tax Due 63.88
- TOTAL AMOUNT DUE FOR THIS INVOICE \$6,451.88

R.F.

DM952-200

ORIGIN ID: PITA (412) 208-8820
 SHIRLEY OKELLY
 THREE RIVERS MANAGEMENT, INC.
 1910 COCHRAN ROAD
 MANOR OAK ONE SUITE 200
 PITTSBURGH, PA 15220
 UNITED STATES US

SHIP DATE: 21 JUL 15
 ACTWGT: 10.00 LB
 CAD: 593.00
RECEIVED

BILL SEWER
 15 JUL 23 PM 4:30

TO **RAJI JOSIAM**

U.S. EPA - REGION 6
1445 ROSS AVENUE

Kenneth's
TALTON REMEDIAL BRANCH
(6SF-R)

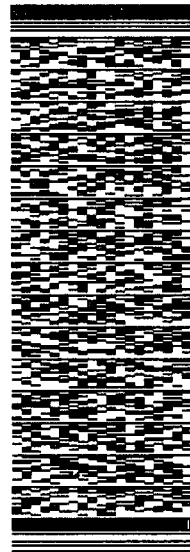
539J31A15

DALLAS TX 75202

REF: MB

PO:

DEPT:



152015062601ur

TRK# 7740 9710 6690
 0201

WED - 22 JUL 10:30A
 PRIORITY OVERNIGHT

XH KIPA

75202
 TX-US DFW



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.